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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

Roll 43

Prosecution Document Books

LVI-LXVII



THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION

WASHINGTON: 1976

INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, United States of America v. Carl Krauch et al. (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and Englishlanguage versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

Case No.	United States v.	Popular Name	No. of Defendants
1	Karl Brandt et al.	Medical Case	23
2	Erhard Milch	Milch Case (Luftwaffe)	1
3	Josef Altstoetter et al.	Justice Case	16
4	Oswald Pohl et al.	Pohl Case (SS)	18
5	Friedrich Flick et al.	Flick Case (Industrialist)	6
6	Carl Krauch et al.	I. G. Farben Case (Industrialist)	24
7	Wilhelm List et al.	Hostage Case	12
7 8	Ulrich Greifelt et al.	RuSHA Case (SS)	14
9	Otto Ohlendorf et al.	Einsatzgruppen Case (SS)	24
10	Alfried Krupp et al.	Krupp Case (Industrialist)	12
11	Ernst von Weizsaecker et al.	Ministries Case	21
12	Wilhelm von Leeb et al.	High Command Case	14

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

- Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.
- Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.
- Heinrich Buetefisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).
- Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.
- Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.
- Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.
- Paul Haefliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.
- Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).
- Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

- Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.
- Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.
- August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.
- Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.
- Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.
- Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.
- Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.
- Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.
- Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfuehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigshafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines. 1 The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haefliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Buetefisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Buetefisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

Name	Length of	Prison	Term	(years)
Ambros		8		
Buergin		2		
Buetefisch		6		
Duerrfeld		8 2 3		
Haefliger		2		
Ilgner		3		
Jaehne		1 1/2		
Krauch		6		
Kugler		1 1/2		
Oster		2		
Schmitz		4		
von Schnitzler		5		
ter Meer		7		
72-12-12-12-12-12-12-12-12-12-12-12-12-12				

All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered la-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

First Motion of the Prosecution, volume 1
First Joint Motion, volume 3
Second Joint Motion, volume 14
Third Joint Motion, volume 24
Fourth Joint Motion, volume 29
Fifth Joint Motion, volume 34
Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

Exhibit No.	Doc. No.	Exhibit No.	Doc. No.
322	NI 5140	1558	NI 11411
918	NI 6647	1691	NI 12511
1294	NI 14434	1833	NI 12789
1422	NI 11086	1886	NI 14228
1480	NI 11092	2313	NI 13566
1811	NI 11144		

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume Trial of the Major War Criminals Before the International Military Tribunal (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10 (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

MILITARY TRIBUNAL NO.

CASE NO.

Presecution Document Book No.

| VI | = 56

Engl.



Index to Doc. Book IVI

Count II - Spoliation Poland

Exhibit NO.	Document	Description of Document	Page No.
	NI-806	Copy of letter to SS Erigadefuehrer / Greifelt, 19 July 1941, announcing signing of Borute contract and thank- ing Greifelt for his helpfulness in this matter.	
	NI-6829	Letter from Main Trustoe Office East, 3 20 November 1941, authorizing Mahnke to pepresent the former owners in the contemplated sale of Boruta.	
	NI-6631	Excerpt from sales contract Boruta, 4 27 November 1941, signed for Farbon, by von Schnitzler and Nuepper,	
	MI-6830	Letter from Mein Trustee Office East, 10 February 1942, approving sales contract Foruta.	
	NI-6935	Letter from the Reichsstatthalter Werthegau to Farben, 18 February 1942, approving the organization of Teerfarbenworke Zgierz G.m.b.H. in order to take over the former plant Foruta.	,
	NI-8397	Copy of letter from von Schnitzler and Eckert to the Governor General for the Occupied Polish Territory, 11 June 1940, asking him to allow transfer of parts of the Wola and Winnica plants to Far- ben plants in Germany	15
	NI-8378	Letter signed won Schnitzler and Eckert to the Governor General for the Occupied Folish Territory, 11 June 1940, confirm- ing the agreement to dismantle part of the Wola plant.	17



Exhibit Document

NI - Proy Lings Ill & trustee

NI- 12395 IJ In '18 months

NI - 12394 Novice of Mis property.

Person of the Street

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Herodre W.

50

- MI-6739 Affidavit by Franciszck Kacprzak (former employee of Winnica), 30 April 1947, on Farbon's destruction and removal of Winnica equipment.
- DIL-2394 Memo (signed ter Meer and late Farben Vorstand member Weibel) on meeting of 21-24 July 1941 with representatives of Etablissements Kuhlmann mentioning a.o. the French consent to transfer their Winnica shares to Farben.
- MIL6941 Copy of a letter from von Schnitzler and Eckert to the Reich Ministry of Economics, 1 August 1941, on Farben's desire to take over the French shares of Winnica.
- HI_8389 Letter from the Governor General of Folend (District Warschau), to Schwab, 8 July 1942, terminating the sequestration and trusteeship of Winnica.
- MI-9266 Cortified copy of a French decree, 14
 Earch 1946, declaring nil end void the transfer of Winnica shares from Etablissements Kuhlmann to Farbon.
- Document Dook relating to defendant von Schnitzler): a.o., about Farben's acquisitions in Poland.
- III-5195 Affidavit by von Schnitzler, 17 Merch
 1947 P.4 seq., (already in evidence
 as prosecution Exh., contained in
 special Document Book relating to defendant von Schnitzler) stating a.o.
 the history of Farben's accuisition
 of the shares of Winnica. (p.4; 8 seq.)

NI- 92 62 Pretace to claure of French

NI-7367 Affidavit by Eckert, 18 June 1947, on Farben's activities in connection with Boruta, Winnica and Wola. 84

MI-8783 Affidavit by Farben lawyer Gustav Kuepper, 10 June 1947, on Farben's activities in connection with Doruta, Wola and Winnica; discussing a.o. the legality of such activities.

87

Department, Ditterfold, 12 December 1940, to Accounting Control Office, Ditterfeld, concerning bills for equipment removed by Farben from Elizyn, Poland; enclosed excerpts of copies of 3 bills, 12 December 1940, (on Farben stationary, the name I.G. Farben, Ditterfeld, printed on top from Army High Commund, Derlin, Tirpitzufer 40, to I.G. Farben, Ditterfeld.

89-90 A

NI-10416 Affidavit by Szpilfogel

91

NI- 12 389 - Interrogation of defendant

96

TRANSLATION OF LOCUMENT No. NI-806 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

19 July 1941

SS Brigadefuehrer Ulrich GREIFELT. Reich Commissar for the Consolidation of German Folkdom

Berlin W Kurfuerstendamm 142.

Logr Mr. GREIFELT.

(1)

With reference to our recent conversation I did not wisch to fail to inform you that our negotiations with the Main Trusteeship Office East for the purchase of the "Loruta" chemical works at Zgierz near Litzmannstadt have been concluded. A sum of LM 5 million has been fixed as purchase price for the whole of the installations and stores. Toth sides are in agreement on the provisions of the purchase contract which the HTO (Main Trusteeship Office E ast) will now draw up. The special investment and social grants which we have taken over in connection with the acquisition of the "Loruta" in accordance with our letter to the Main Trusteeship Office of 20 February 1941, will again be definitely confirmed by separate correspondence.

I take the opportunity to express once more my sincere thanks for the considerate attitude you have shown towards our offer and for your decision and to assure you again that, in developing the "Boruta", we shall do exemplary work from the technical no less than from the social and national-political point of view. We assume that we may, if necessary confidently apply to you for help in overcoming any difficulties which may arise in putting into effect, on the spot, the projects which we shall take in hand at the earliest possible moment.

With sincere regards and Heil Hitler!

TRANSLATION OF DOCUMENT No. NI-806 CONTINUED

CERTIFICATE OF TRANSLAT ON

8 May 1947

I, John-POSBERRY, Civ. Number 20179, hereby certify that I am thoroughly conversant with the English and German language; and that the above is a true and correct translation of the document No. NI-806

John Fosberry Civ. No. 20179

-2-END TRANSLATION OF DOCUMENT No. NI-6829 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

The Plenipotentiary for the Four Year Plan - Main Trusteeship Office East -

Berlin 20 November 1941 Postdamer Strasse 28 III F a) 221 Mau/Ka

(Translator's Note: Handwrittent) Original was sent back to Dr. Maknke with letter of 26 March 1942.

Deed of Appointment

for liquidators (Special power of attorney)

I herewith appoint

Geheimrat Hans Mahnke Berlin W 9, Harmann Goering-Str. 7

as liquidator for the Firm Chemical Works "Boruta" AG, Zgierz

The aforesaid is authorized to sell the object of this special power of attorney and to make all the statements required for this purpose, in and out of court, with legally binding offect for the hitherto existing owner or owners, holders or natural persons or corporate bodies that were otherwise authorized.

The powers of attorney of the persons hitherto authorized to --

The directives for the activity of temporary administrators appointed by the State (Kommissarische Verwalter) and the supplements issued in this respect with their contents form an essential part of this deed.

Puthoritative for the activity are the decree on the Main Trusteeship Diffice East of 12 June 1000 (German Reich Gazette No 139/40), the ordinance on the management of property of nationals of the former Polish State of 17 September 1940 (Reich Legal Gazette No. I, page 1270) and the publication regarding the restriction of the powers of representation of temperary administrators appointed by the State, of 14 February 1941 (German Reich Gazette No. 41/1941)

According to Article 15 of the Ordinance on the management of property of nationals of the former Polish State of 17 September 1940 (Reich Legal Gazette I, page 1270), the sale of estates requires a special permit from the Main Trusteeship Office East.

(Translator's Note: Stamp:) The Plenipotentiary for the Four Year Plan - Main Trusteeship Office East By order:

(signed) Illogible

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETC No. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI6829.

DOROTHEA L. GALEWSKI ETO No. 34079

(END)

EXCERTPOF TRANSLATION OF DOCUMENT NO. 11-6831 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIMES.

G 581 hand

handwritten characters - illegible.

A certified copy was sent on 3rd December 1941 to the Finance Office, Litzmannstadt (Warthogru), department real estate purchase tax. (Grunderwerbssteuer).

(Stamp):

Dr. Anton Stochr Public Notary in Jorlin.

0

Borlin, 12 January 1942 signed: Dr. A.Stochr Public Notary

Fourth Cony.

Number 235 of the document roll for 1941.

Hade in Borlin, 27 November 1941.

Before the undersigned notary public in the district of the Court of Appeal in Berlin

Dr. Anton Stechr

with the office in Berlin W 9, Hermann-Goering-Strasse 7, appeared to-day in the business office of the Laenderbank, Berlin HW 7, being personally known to him:

- the Herr Geheime Regiorungsrat Dr. Hans Mannke, Attorney, Derlin W 9, Hermann Geering-Strasse 7,
- 2) Gerichtsassessor(assistant judge) Herr Dr. Georg von Schnitzler (retired), Frankfurt /Main, Grueneburgplatz,
- 3) Herr Dr. jur. Gustav Kuepper, attorney, Frankfurt /Main, Grueneburgplatz.

The party named under 1) declared as follows:

I am engaged in the liquidation of the firm "Przemysl Chemiczny <u>Dorute</u>" Spolka Akcyjna in Zgierz/Warthogau, in accordance with my appointment by the Main Trustee Office East (Haupttrouhandstelle Ost) of 21 Movember 1941 - III F a (221 Mou/Ka) -. I make the following statements in my capacity as liquidator for this firm.

(page 2 of original)

The parties named under 2) and 3) declared as follows:

We make the following statements as representatives of the firm I.G. Farbenindustrie Aktiengesellschaft in Frankfurt a.H., based on the excerpt from the trade register of 12 November 1941.

- 2 -EXCERPT OF TRANSLATION OF DOCUMENT FO .NI-6831 COMT'D. The first party - hereinsfter referred to as the vendor - and the second and third parties - hereinafter referred to as the purchaser hereby conclude the following Sales Contract: Paragraph 1. 1) The vendor undertakes to sell to the purchaser from the property of the firm Chemische Werke Boruta A.G., Zgierz, hereinafter referred to by the abbreviated name "Boruta" all premises without buildings belonging to this corporation, as well as those with buildings, including offices end living quarters, factory buildings and buildings for administrative and other purposes, machinery and plant installations, plant equipment, tools, factory and office fixtures, as well as all accessories to the above-mentioned items. 2) Furthermore, the vendor undertakes to sell to the purchaser from the property of the Boruta all finished, semi-manufactured, intermediate and preliminary products as well as all auxiliary and factory natorials which were on hand on 1 October 1939. 3) Finally, the vendor sells to the purchaser all industrial rights pertaining to manufacture, licences, secret processes and trade marks belonging to the Boruta which are connected with the plant (nage 3 of original) and the production or with the sale of the manufactured products. The sale of the items listed under 1 to 3 does not refer to those objects which belong to the Poruta factory in Sarzyna and to that in Rudnik a/San, but only to those items belonging to the factory in Zgiorz. The sale is concluded irrespective of the condition of the objects involved, that is, subject to the exclusion of all guarantees concerning defects. Paragraph 2. In accordance with Article 1, paragraph 1, the items sold are in particular those listed in the table of premises attached to paragraph A I to III, B, C, D I and II and the lets entered and surveyed in the enclosed five charts of: 1) the factory grounds in Zgierz, 2) the dwelling house Nordstrasse 4 in Zgierz, - 2 -

- 3) the premises of the villa in Lucnierz,
- 4) the premises of the children's home in Lucuierz
- 5) the land bordering on the south-east corner of the factory grounds where the railroad shunting track is located for the line Kalisch-Warsaw,

with a total extent of 66 hectares 7706 square meters. Hereby the contracting parties agree that the lots designated in plan 5 of the railroad shunting track and enumerated in the survey register

- a) 28a, 33a, 39, 44, 54, 64 (roads) with a total of 500 square noters
- b) 4, 5, 14, 15, 16, 20, 21, 24, 41, 42, 52, 53, 53a, 55, 56, 61, 63, 65, 74, 47a, 52a, 6a, with a total of 8979 square notors

(page 4 of original)

are not reads and premises belonging to the property of the "Doruta", in consequence whereof only the present status of ownership romains valid,

- c) 75 to 36 (supplementary plan Kosowski) with a total of 6517 square meters are identical with those parts of lot No. 57 which are indicated in Plan I of the factory grounds by the letters b, c, e, f, i, J, k, l, and are therefore included in the lots entered in section A II of the list of premisos.
- d) that 1 3 represent parts of lots No. 63, 66 or 67, 80 of section A II and III of the list of promises.

Paragranh 3.

The purchaser takes over all charges encumbering the premises sold and constituting restrictions on the property, as far as they correspond to the charges which are to be entered in Part II of the German real estate register. Encumbrances on the premises which are of a neture dealt with in Pert III of the Germen real estate register are to be cancelled off innediately by the vendor. At the request of the purchaser the vendor shall procure a declaration from the Main Trustee Office East (Haupttrouhandstelle Ost), hereinefter referred to as the HTC, by which the latter shall undertake to free the purchaser of such charges.

Peragraph 4.

1) Both the purchaser and the vendor agree that, as provided in Paragraph 1, only those promises shall be sold, which belonged to the "Beruta" up to the conclusion of the present/ . /contract. The enumeration of promises in Article 2

The sele price consists of: -

a) for premises and buildings RM 1.450.000.-b) for stocks RM 2.250.000.--

(page 5 of original)

 for machinery and other equipment belonging to the plant installations

RH 1.300.000 .-- .

Paragraph 7

The vendor takes over all the personnel of the enterprise which is present on the day when the contract is signed. All financial assistance, annuities, or similar payments which may have originated from previous employment contracts signed in the days of Polish control, or any other agreements directed at the Doruta, in particular payments from the so-called savings fund, will not be taken over by the purchaser. On the other hand the purchaser will be responsible for any annuities or other payments to Gorman actionals and Reich Germans, to the extent that such payments are based on existing provisions or on previsions to be made at a future date.

EXCERPTOF TRANSLATION OF DOCUMENT NO. NI-6931 CONTID.

Insurance Co.

Peragraph 8.

The purchaser enters into the following current contracts which shall take effect as of 1 October 1939!

Risk

Insurances

Object

0

1. Buildings, constructions, rebuilding, alterations	Fire and explosion		3,5	\$
and extensions, Zgierz		Posener Fouer-		
A STORY OF THE PROPERTY OF THE PROPERTY OF		sozietaet 3	55,5	55
				· Per
te describe constitues		Aachener und		
Machinery, equipment,			0	1
tools, transport vehicles,		Huenchener	8 4 3	VENEYS.
laboratory - and office		Gothaer	4	70
fixtures, Zgierz		Riunione	3	50
raw materials and material	s			
for operation, semi-manu-				
factured and finished				
products, fuel, including				
casily inflarmable fuel,				
Zgiorz				
costs for clearing and				
removal of rubble in		N.		
case of damage, Zgierz				
acces of attached access				
(page	7 of original)			
Chjoct	Risk	Insurance Co.		
	424			
2. Employees liability, Zgierz	Damage to per- sons, damage to property of			
	cmployees	Brete Allgemei	no	
	Cirprofeca			
3. Sefo, Zierz	burglary,	971 . 4 . 4 . 4	50	5
	robbory	1 40 40 - 40		12
		Gothaer Fouerv		1
		sicherungsbank	50	5
4. Honey transportation	robbery	Victoria	50	50
d. Honey eremand envious		Gothner Fouer-		
within Zgierz from and		versicherungs-		
to Litzmannstadt				5
		bank	3,447	Part Contract
5. Sefe, Litzmennstadt	burglary	Victoria .		
6. Dycatuffs warehouse,	Fire and			
Diclitz	explosion,	Silesia	- 33	
DIGILOR	burglary	II .		
	our Star A			
		Posener Feuer-	231	
7. Dyestuffs warehouse,		T. T. School and Co. Co. Str. Barrier Str. Co. Str. Co.		
Litzmannstadt	Fire	Sozietaet		

EXCERPT OF TRANSLATION OF DOCUMENT NO.NI - 6831 CONT.D.

8. Dyestuffs warehouse,
Warsaw
9. Trucks/Figt 621R/

Fire

Generali Fort-Polonia

9. Trucks/Figt 621R/ Notor vehicles trucks Partliability Erste Allgemeine Unfall- u.Schedens-Vers.Ges.

10. Sedan/Chevrolet Moster Sedan

Hotor vehicles: Part liability Posener Fouersozietaet bezw. Powszechny Zaklad Ubezpieczen

11. Sedan/Opel Olympia, Zgierz

0

0

Liability

Erste Allgeneine Unfall-u, Schadensvers. Ges.

12. Dwelling house/old Building- Fire
" " /new insurance

" Nordstrasse 4

formerly:
Powszechny Zaklad
Ubezpieczen
Wzajemnyck
now:
Posensche Feuer-

wooden house house at Sportplatz barn, children's home and villa Lucnierz

b) Contracts

Concerning:

Contracting party :

sozietaet

Supply of current

Electrical plant in Zgierz A.G.

(page 8 of original)

Concerning:

Contracting parties:

Shunting track

Polish state-railroads, Railroad menagement in Warsaw

Dolivery warchouse and office, Litzmannstadt house owner: Max Fischer

Employee-salesman/ representative

Artur Figaszewski, Warsaw

Representative

Artur Franke, Tschenstochau

Representative

Artur Krause, Bielitz

Trucks/L.W.(trucks)
P- 18938 for transports to
Biclitz, Tschonstochau,
Marsew and others

Wladislaw Joswiak

The purchaser hinself must procure the consent of the partner to the contract to enter into the above contracts. The vendor will, if necessary, assist in procuring such consents.

Paragraph 9.

Obligations which were entered into before 1 October 1939 and obligations which are not mentioned among the above conditions, will not be transferred to the purchaser.

Paragreph 10.

All claims for compensation put forward by third parties, if any, all obligations involving compensatory deliveries, and responsibility for repairs etc. on deliveries and work done, which took place prior to 30 September 1939, will not be assumed by the purchaser.

Paragraph 11.

Outstanding debts existing on 30 September 1939 will not be taken over by the purchaser. Such outstanding debts, however,

(page 9 of original)

are to be collected by the purchaser with the care of a proper businessman and are to be transmitted to the vendor in accordance with his instructions.

The vendor will submit a list of such outstanding debts to the purchaser.

Paragraph 12.

The purchaser will place appropriate office space at the disposel of the vendor in order to carry out the liquidation. The purchaser is obligated furthermore, to place the necessary personnel at the disposal of the vendor. All books relating to the business, all documents and business papers, in short, all business files and documents from the time before 1 October 1939 shall at all times be available to the vendor and shall be left to him at his request. In a similar way, information requested erally by the vendor shall be granted him. When the business has been wound up to such an extent that the business services of the purchaser may be dispensed with, the business records of the liquidation are to be finally transferred to the vendor.

Peragraph 13.

The contracting parties were reminded that the authorization of the Reichsstatthalter (Central Government Representative) is necessary for the acquisition of real estate.

For any re-alienation of the enterprise, the purchaser must procure an authorization from the authorities which shall be valid for a period of 5 years. The granting of such authorization can only be expected by him if he can prove that the sale is

ALC: N

EXCERPT OF TRANSLATION OF DOCUMENT NO. NI -6831 CONT'D.

necessitated by circumstances for which he is not responsible. The same applies to work stoppages, to the bringing in of new partners as well as to the sale of participations in stock corporations. The vender obligates himself to consent to the entry of a memorandum in order to ensure the claim of the German Reich

(page 10 of original)

/ HTO .=Haupttreuhandstelle Ost -(Main Trustee Office, East) to retrocession in the event of a re-sale within 5 years after the conclusion of the sales-contract at the purchase price, at the most, however, at the common value.

Paragraph 14,

The contract requires the authorisation of the in order to that it may be effective.

Paragraph 15.

The couts and fees pertaining to the present contract as well as those involved in the execution thereof, including the costs of requisite entries in the real estate register of as well as the real estate purchase tex which is payable included by after the assessed valuation, will be borne by the purchaser, even in the event that the required authorizations should not be granted.

In execution of this sales contract with regard to the premises sold in Article 2 the purchaser and wonder made the following statement of

Cossions

The purchaser and vendor agree that the ownership to the premises listed in Article 2, with a total area of 56 between 7706 square neters shall be conveyed to the purchaser. I. the party appearing under 1) consent as wendor and we, the parties appearing under 2) and 3) propose herewith in the name of the purchaser that the present change of consenting be entered in the real estate register according to the wishes of the parties.

The present record was read in the presence of the notary public, was approved by the persons present and signed by their own hand, as follows:

Dr. Hans Mahake
Dr. Georg von Schhiteler
Dr. Gustav Kuepper
Dr. Anton Stechr
Notery Public.

EXCERPT OF TRANSLATION OF DOCUMENT NO. NI - 6931 CONTID.

Lot-No.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMETR, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document \mathbb{N}_0 . \mathbb{N}^1 - 6831.

30 August 1947

DOROTHY E.PLUMTER USFET 492.

(END)

TRANSLATION OF DOCULENT NO. 11-8830 OFFICE OF CHIEF OF COUNSEL FOR WAR CRINES

The Plenipotentiary for the Four Year Plan
Main Trusteeship Office East
(Haupttreuhandstelle Ost)

(Trans. Note):handwritten: 8 588

Berlin W 9, 10 February 1942 Potsdamerstrasse 28 Telephone 21 81 21 III F a) Neu/Ka

__PERAIT__

The notarial contract of sale between the temporary official of the Chemischen Werke Boruta A.G., Zgierz and the firm I.G.Farbenindustr's Aktiengesellschaft, Frankfurt on Hain dated 27 November 1941, Fo. 235 of the Document Register for 1941 of the metary Dr. Anton Stohr, Berlin W 9 Hermann-Goering-Strasse 7, is herewith approved according to Article 15 of the decree dated 17 September 1940 (Reich Law Gazette I Page 1270.)

According to Article 22. Para. 3 of this decree the agreement does not require approval according to the decree for securing the ordered construction of the economy of the incorporated Eastern territories as issued on 11 October 1941 (Reich Law Gazette I Page 638).

Translator's note:
Stamp: Flenipotentiary for
the Four Year Plan.
Lain Trusteeship Office East.

(signature) Hinkler

CERTIFICATE OF TRANSLATION

I, D.I. Galewski, ETC 34079, hereby cortify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI- 6830.

29 Sentember 1947

34

200

D.L. Galewski ETO 34079 TRANSLATION OF DOCUMENT TO. TI-8935 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

The Reich Governor in the Carthegau

Posznan 18 February 1942 Felix-Dahn Pletz Telephone Fo.

Regional Economic Office for the .ilitary Economic District XXI

File 3. v/w/ 34 B. No. 175/42. In reply please quote subject and reference number.

To: I.G.Farbenindustrie A.G.

Frankfurt/Hain 20 Gruneburg/Platz

Re: Establishment of the firm Teerfarbenwerke (Tar-Dye-Works) Zgierz.

Your application to the Regierungspraesident in Litzmanstadt, dated 5 January 1942 - Management Department Dyestuffs H.R. 94 - was passed to me for appropriate action.

Based on Articles 1 and 3 of the "Decree to ensure the ordered construction of the economy of the incorporated Eastern Territories". (Construction Decree) according to the version of the publication of 17 October 1941 (Reich Law Gazette I Page 638) I hereby approve the establishment of the firm

Teerfarbenwerke (Tar-Dye Works) Zgierz for the purpose of taking over and carrying on the former Polish factory "Przemysl Chemicazny "Boruta" Spolka Akcyjna in Zgierz".

By Order (typed signature) Weissker

Certified (signature) Blaufelder

Trans. note: Stamp: The Reich Governor in the Jarthegau Chancellery

Certificate of Translation

I, D.L.Galewski, ETO 34079, hereby certify that I on thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-S935.

29 September 1947

D.L. Galovski UTC 34079

TRANSLATION OF DOCUMENT No. NL-8397 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT Management Department Dyestuffs

CABLE:

TELEPHONE:

TELETYPE

BUSINESS HOURS

Igofarben

Local and fast:

Reichspost

8 to 17,15 hours

Frankfurtnein Frankfurt (Main)20027 Teletype network Saturday 8 to 12.15 hours

Long Distance: Frankfurt (Main) 20022

Cologne No. 24

ACCOUNTS:

MAIL ADDRESS:

I.G. Farbonindustrie Aktiengesellschaft Frenkfurt (Main) 20, Gruneburgplatz

Reichsbank Giro Account No. 82 Frankfurt (Main) Postal Chock Account 241

Frankfurt (Main

To the:

(Initial:) A 14 June

Office of the Governor Goneral

for the occupied territories of Poland

CELACCW

00

Mickiowicz Allee 5

FRANKFURT (Mnin) 20 11 June 1940.

Chemical Factory Winnica in Winnica near Warsaw Chomical Factory Wola Krzysztoporska, Wola near Tomascow

at present under the administration of Directors Hermann Schwab and Dr. Bernhard Schoener supplied by our firm, as commissars.

According to the enclosed notification of the Reich Minister of Economy dated 7 May 1940, you have agreed, among other things, to grant our application for the transfer of the anthraquinone installation of the Chemical Factory Winnica, and of the betaoxeynaphthol acid installation (not betanaphtol plant as stated in the notification of the Reich Ministry of Economy) of the Wola, to Greater Germany. As you will see from our reply of 29 May 1940, - a copy of which is also enclosed - we intend to bring the aforesaid anthraquinone installation to our Ludwigshafen works, via Boruta.

We accept your terms for the above mentioned permission of which the Reich Minister of Economy notified us, and in compliance with same take the liberty of enclosing a draft lease covering the two sets of apparatus. We fixed the annual rent

(Page 2 of original)

in consideration of the possibility of using them. Should you however consider other factors decisive with regard to the fixing of the lease interest, please inform us of those, so as to enable us to alter our suggestion if necessary.

We are enticipating both your reply as to whether you agree with our verbal suggestions, and the necessary authorization for the transfer of the two installations to Greater Gormany,

> Heil Hitlord I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(typed signature) v. Schnitzlor ppa. Eckort

TRANSLATION OF DOCUMENT No. NI-8397 (Cont'd)

Heil Hitler: I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(typod signature:) v. Schnitzler

ppa. Eckert

Enclosures.

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CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NL-8397.

DOROTHEA L. GALEWSKI ETO No. 34079

(END)

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT Menagement Department Dyestuffs

To: Office of the Governor General for the occupied Polish Territories, Department of Economy

CHACON

Frankfurt (Main) 20 11 June 1940

Betaoxymephtoic acid installation of the Chemical factory Wola Krzysztoporska at Wole-Krzysztoporska (Horeafter referred to as "Wole".

We beg to confirm herewith as follows the agreement reached with you on the above mentioned installation,

- 1.) You will lease us the Betaoxynaphtoic acid installation of the "Wola" for the purpose of transfer to the German Reich. We state that the condition of the leased installation is known to us in detail, and that we take possession of the rented objects in the conditions in which they have been up to now. You assume no responsibility for the condition of the leased objects.
- You grant us the right to transfer the rented installation at our own expense to the factory of the Chemical Industry Doruta at Zgierz leased by us, or to any of our other factories or to some other place in the German Reich; and there to make unrestricted use of the installation for our purposes.

We undertake to keep the leased installation in proper condition and to insure it at our expense. "Wola" concludes to own the installation leased according to No. 1).

(Translator's Note: Handwritten Note:) 205

(Page 2 of original)

3.) The rent for the installation rented according to No. 1) amounts to HM 1,000.- per year.

The rent is to be paid at the end of each year.

We continue to bear any public and private charges and taxes that the leased installation may carry. The same applies to such public charges which are newly imposed.

- of the "Wola" will not enforce an execution against the installation leased according to No. 1).
- 5.) This lease will be in force from 1 August 1940 until the conclusion of a peace treaty.
- 6.) You grant us purchase priority privileges with respect to the installation leased according to No. 1).
- 7.) We are bound to transfer the leased installation back to Wolc-

TRANSLATION OF DOCUMENT No. NI-8378 (Cont'd)

Krzysztoporska in a working condition and at our expense, on your request, after expiration of the agreement.

8.) Any fees and taxes connected with this agreement will be borne by us.

Please confirm your approval of the foregoing agreement.

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(typowritten signature) v. Schnitzler (signed) Eckert

(Translator's Note: Handwritten:) 206

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO No. 34079, hereby certify that I am thoroughly conversant with the English and Comman languages, and that the above is a true and correct translation of Document No. NI-8378

DOROTHEA L. GALEWSKI, ETO No. 34079

(END)

TRANSLATION OF LOCUMENT NO.WI - 707 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIMES.

Copy.

Dr. H. Szpilfogel Warsaw, Walicow 6/15.

16 January 1941

Donr Director General,

I don't know whether I may take the liberty of recalling myself to your memory. It was my good fortune to be together with you at the meetings of the Farben cartel.

I am well award of your kindness and it encourages no to approach you with the request that I and my family may be allowed to move into a suitable apartment in the town of Wola Krzysztoporska near Petrikau in the Government General, where I was born and had my home, and that we may have the opportunity of working in the industrial plants of Wola Krzysztoporska, of which I am a part owner, in order to gain a livelihood.

As my son is ill in hospital, I would respectfully request that he be permitted to receive regular monthly payments on account from his credit with the chemical factory "Wola Krzysztoperska". The same for my daughter Hanna Wyszewianska, who also has a substantial credit with the chemical factory W.X.

In the hope, Sir, that you will be good enough to take my request into consideration, I remain

Respectfully yours

(typed signeture): Dr.M.Szpilfogel.

(page 2 of original)

Horr Director Hormonn Schwab

24 January 1941.

Litzmannstadt (Wartholand)

Koonig Hoinrichstr. 55.

Door Horr Schwab,

On 16 January Dr. N. Szpilfegel wrote no the enclosed letter, which I am forwarding in the original. It goes without saying that here we can do anything in the matter. What you can do as a trustee of Wola, I don't know. It is a part of the duties you inherited with your appointment as trustee. I must therefore leave it entirely to you to do what you think fit in the matter; I shall refrain from taking any position on my part. You will be good enough to advise Herr Szpilfegel directly of your decision. With kind regard and Heil Hitler

Yours

Enclosure.

(Stomp): v. Schnitzler.

TRANSLATION OF DOCUMENT NO.NI - 707 CONT'D.

C RTIFICATE OF TRIVSLATION.

I, DOROTHY E.PLULIER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 707.

7 October 1947

DOROTHY E. PLUMBER USFET 482.

(EHD)

- 2 -

Case 6 4 707 6

TRANSLATION OF DOGULERT NO. NI- 707

Director Hermann SCHWAB

presently at Litzmannstaat, 27 January 1941

Director Dr. Georg v. SCHNITZLER Frankfurt (Main) 20.

Dear Dr. von SCHNITZLER!

I received your letter of the 24th inst. in which was enclosed Dr. SZPILFOGEL's letter to you of the 16th inst.

As trustee of the "Mola Krzysztoporska", and based on permission given to us orally by the Trusteeship Branch Office (Treuhandaussenstelle) Marsaw, we have till now paid out to Dr. SZPILFOGEL a subsidy of Zl. 500 per month. In December 1940, an order was issued by the Trusteeship Branch Office Marsaw, according to which the granting of a subsidy is dependent upon application of the persons asking for a benefit, which has to be submitted to the qualified district chief (Kreishauptmann). The top-amount of a monthly benefit is fixed at Zl. 250. Exceptions can be granted with special permission.

In the week starting February 3rd, I shall be in Tarsaw/
Vinnica and on that occasion, I shall clear up the case and
also contact Dr. SZPILFOGEL. But since the "Nola Krzysztoporska" is situated in the district of Radom the competent
authority will probably be the Trusteeship Branch Office Radom
(Treuhandaussenstelle). We have not yet received our commission
as trustee of the "Yola Krzysztoporska". So it will be probably
necessary for me to go from Yarsaw to Radom because of this
question and because of the case SZPILFOGEL.

TRANSLATION OF DOCUMENT NO. NI-707

Page 2 to letter of 27 January 1941, Nr .-- to Director Dr. v. SCHNITZLER.

Dr. SZFILFOGEL has been living for 2 months in the

Warsaw Ghetto, and therefore his wish to get an appropriate
spartment in Wola Krzysztoporska is understandable, but cannot be fulfilled, as the apartment houses in Wola Krzysztoporska are occupied by military personnel for many months.

That he will be given employment in the industrial plant
"Wola Krzysztoporska", in which he has interests, - that is,
the Yeast Factory, and not the Dyestuff Factory in Wola
Krzysztoporska - I consider out of the question, as this
Yeast Factory is also under provisional management. The truste
over there is the Property management Branch Office (Grundstuecksverwaltung Aussenstelle) Radom, which, as you may remember, is attempting also to get the Dye Factory "Wola
Krzysztoporska" under its wings. I will notify you of the
outcome of the matter.

With respectful greetings and Feil Hitler

Yours truly (signature) Hermann SCHTAB

CIRTIFICATE OF TRANSLATION

I, Leonora HUBER, Civ, D-145 347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the original document No. NI-707.

Leonora HUBER Civ. D-145 347

"END"

TRANSLATION OF DOCUMENT No. NI-8388 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

General Government The Governor of the District of Radom Department Internal Administration

Radom, 16 September 1942 Dr. Wo/Schm.

File No: 1/I 0 1 -60- 188/42

Decree of confiscation

Pursuant to the decree on the confiscation of private property in the General Government of 24 January 1940 (Official Gazette of the General Government 1940 I S.23) the property of the firm of:

Fabryka Chomiczna Wola Krzystoporska, Perrikau

- Owner: Dr. Mauriyey Sepilfogol -

confiscated.

(Translator's Note: Storp:) General Government The Governor of the District (signature illegible) of Radom

By order:

(Translator's Note: Handwritten note:) 204

CERTIFICATE OF TRANSLATION

I, DOROTHEMA L. GALEWSKI, ETC No. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NI-8388.

> DOROTHEA L. GALEWSKI ETO No. 34079

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT Hanagement-Department

Telegram address: Farbfabrik Leverkusen Leverkusen-I.G.plant 10 November 1942 Ka/Th.

Dr. Hil tner Analytical Laboratory Leverkusen_

Subject: Taking over of products of "Wola", Litzmannstadt.

From the stocks of the former Polish dyestuffs plant ".ola Krzystoporska" Chemische Fabrik Litzmannstadt, which has been closed down and is administrated by Farben as trustee, quite a series of products are available which we may take over. An analytical check is to be carried out to establish the value of these products. For this purpose we send you samples of the products mentioned on the following list and request you to examine them and to inform us as to the result.

Polish denomination	I.G.donomination kg
Alphanaphtol Alfanaphtylamin Amido-G paste Aminoacetnilid s-Naftylamina Cleve Kwas Etylbenzylanilinsulfokwas Kwas chromotropowy Kwas J Kwas metanilowy Kwas naftosulfonowy 1.4 Kwas parasamidosalicylowy Kwas S Hetaxylidyna Nocznik J kwasu Naftylaminsulfokwas Nitrobenzolsulfokwas Orthonitrotoluol Orthotoluidyna	J acid 94 metanilic acid 124 Nevile Winther acid 393
Paranitranilinsulfokwas Paranitrotoluol Paratoluidyna	paranitratiline surplement 5445 paratoluidine 908

Management Department signed: Zwiste

23 samples enclosed copy to: Purchase of Chemicals -2-TRANSLATION OF DOCUMENT No. NI-7371 Contid

(2nd page of original)

To

Management Department Hoechst Ludwigshafen Leverkusen Griesheim

Stamp: Direktions-Abtg Loverkusėn-I.G.Werk 18 Nov.1942

Your ref y r letter of our letter of our reference Frankfurt/Main 20 Tea-office M/W 17 Nov 42

Subject: Taking over of products of "lola", Litzmannstadt.

Following up our letter of 5 inst. we send you more samples of the following intermediates which are stored at "Hola" and which we may take over. Please have them analysed and inform us of the result:

Hoechst		stoc	k
Aminometoxyddyfenylamina Nitrometoxydifenylamina	nitrometoxydipaenylamine	222 148	
Paranitrochlorbenzolsulfokwas	p-nitrochlorinebensol sulphonic acid	1586	11
<u>Ludwigshafen</u>			
Orthochlorbenzylaldehyd	chlorine dehyd.	271	11
Leverkuson			
4-nitrodifenylamina	4-nitrodiphenylamin	182	11
Griesheim			
Orthonitroanizol Paraanizydyna	o-nitroanisol anisidine	150 32	

Tea Office

(Signature) illegible

(3rd page of original)

I.G. FRANKFURT

To
Monagement-Department Leverkusen
Hoechst
Uo.

Stamp: Direktions-Abtg Leverkusen-I.G.Werke 18 Nov.1942 Your reference your lotter of our letter of our telephone our reference
3291 Tea-office 1:/W

Frankfurt/Main 20 14 November 42

Subject: Taking over of products of "Nola", Litzmannstadt.

Following up our letter of 5 inst. we send you yet the following samples. Please examine them and inform us of the result:

Leverkusen methyl hydrol stock 23 kg
Hoschst ethyl hydrol "131 "
Ue" dimethylaniline "1951 "
Toa Office

(Signature) illegible

TRANSLATION CERTIFICATE

I, Mona A.M. Daclood, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-7371.

13 Suptember 1947

liona 4317 Macleod

Interrogation of the Witness, Edward Lasocki,
By Mr. Zenon De Chetmick
OCCWC Nurnberg
assisted by Miss J. Marges - reporter
30 April 1947 in Lodz, Poland

The witness, Edward Lasocki, being warned to speak the truth answers under oath of his own free will and without coercion as follows:

- Q. Will you give me your personal data?
- A. I, Edward Lasocki, was born in 1886 in Warsaw of Polish nationality. Until the outbreak of the war I was a technical manager of the firm Przemysl Chemiczny "Boruta", in Zgierz; in connection with my official duties, I used to go to Sarzyna near Rzeszow where the Polish Mar Department was constructing a nitrogen factory under the technical management of "Boruta". In the year 1943 I also had the opportunity to acquaint myself with the situation in the "Fabryka Chemiczna Wola Krysztoporska".

My present address is: Ledz - Nawrot 54.

- Q. To whom belonged in 1939 the Fabryka Chemiczna Wola Krysztoporska?
 - A. It belonged to Dr. Maurycy Spiclvogel.
 - Q. Where is Dr. Spielvogel at present?
- A. Dr. Spielvogel left sometime ago for Switzerland where his present address is Geneve Switzerland c/o Hanna Wyszewianska 18 Avenue Pierre Odier.
- Q. What happened with the officials and the employees of the factory?
- A. Nearly all the Jewish employees of the factory, especially the engineers and the clerks have been transported during the occupation to the Ghettos and murdered. The owner himself, Dr. Spiclvogel, escaped and is at present in Switzerland. From the old personnel there remains only an 80 years old man by the name of Dr. Wojciech Zeromski, a chemist, who was in the factory during the whole occupation and is still there.
- Q. What happened with the raw materials, the finished products, the plant ocuipments and the plant itself?
- A. I don't know the details but during my presence in Wola Krysztoporska in 1943 I noticed that the factory was entirely neglected and was not working. I was informed that part of the equipment was sold by Messrs. Schwab and Schoener and the electric motors were ready for shipment. After the cessation of the German occupation I ascertained that these motors às also other valuable equipment have been shipped to Germany.

- Q. Did the owner of the factory, Dr. Spielvogel, get any compensation from I.G. Farben?
 - A. Mr. Spielvogel did not receive any compensation.
- Q. What was the reason for liquidating the factory by I.G. Farbon?
- A. Not being able to use the factory for its own needs I.G. Farben decided to ship the more valuable parts to Germany and to sell the less valuable locally. In this respect too the representatives of I.G Farben in Poland were executing the general plan of destorying Polish property not adoptable for German war aims.
- Q. And what do you know about the chemical factory in Sarzyna near Rzeszow?
- A. The factory in Sarzyna was being built at the expense of the Polish War Ministry. The construction and the exploitation of the factory was given to the firm "Boruta". In the year 1939 the factory was nearing its completion. It had most modern equipment, the installation of which cost 8 million zlotys. All these equipments have been shipped to Germany during the occupation by the management of I.G. Farben in Poland.

/s/ Edward Lasocki Edward Lasocki

Sworn to and signed before me this 30 April 1947 at Lodz, Poland by Edward Lasocki known to me to be the person interrogated.

/s/ Zonon De Chetmick
Zonon De Chetmick
AGO D 429866 Office Chief of Counsel
for War Crimes - U.S. Var Department

CERTIFICATE OF TRANSLATION

I, Zenon De Chetmick, AGO No. D 429866, hereby certify that I am thoroughly conversant with the English and Polish languages; and that the above is a true and correct translation of Document No. NI-6738.

ZENON DE CHETMICK, AGO D 429866.

Ex. 1627 TRANSLATION OF DOCULENT NI - 12395 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES. To the Trustee Administration of the Chemical Factory Wola Krzystoporska, Present location: Litzmannstaat Koenig Heinrich-Strasse 55. 26 May 1944. Management As you know, in 1940 we acquired an apparatus from the closed chemical plant in Wola Krzystoporska which was intended for use there for the production of Betaoxynaphthoic acid - agreement Government General 4066 (paid on 27 March 41), in order to instal it in Offenbach and to carry out the manufacture of Paraoxybenzoic acid there. Paraoxybenzoic acid is used either directly or in the form of products derived from it in the field of food preservatives for food-stuffs which are vital to the war. A further quantit; is used as the basic material for the manufacture of plasticizers for plastics, which production is also important for the war-effort. We are now in great straits and would like to obtain this apparatus as scon as possible, as some of our highly complicated apparatuses for carboxylation which are very difficult to obtain have dropped out of use in the meantime in Offenbach owing to wear and tear; and we shall have to reckon shortly with the collapse of further apparatus. As it is difficult to make replacements owing to the time taken for deliveries the result will be that shortly we shall no longer be able to supply the afore-mentioned important products in the requisite quantity. So far we have failed in our efforts to have the apparatus which is still in Wola Krzystoporska transferred to Offenbach since it was not possible to get the apparatuses to the next railroad station. In view of the fact that the present matter is so vital to the war-effort we request you to make every endeavor to see that these apparatuses are dispatched here with the least possible delay. Heil Hitler! I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT Typed signature: (in pencil) signed for Dr. Hagenboecker By order: Schroed -1-

TRANSLATION OF DOCUMENT NI - 12395 CONT'D.

CERTIFICATE OF TRANSLATION

I, DOROTHY E.PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 12395.

18 November 1947

DOROTHY E. PLUMER USFET 482.

(END)

At he more ted ble to po 16 a COPY OF DOCUMENT No. NI- 12 394 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES Ex. 1628 NOTICE OF CUSTODY. Military Government Property Control Branch Provinz: Gross-Hessen 8 February 1946 Motice is hereby given that effective as of this date, the property specified below, together with all appurtenances as well as the contents thereof, is hereby declared to be under the control of Military Government Pursuant to the Provisions of the Blocking and Control of Property Law (No. 52). Any interference with said property or trespass thereon is strictly forbidden and will render the peron responsible liable to punishment by a Military Government Court. DESCRIPTION OF PROPERTY: Machinery and equipment contained in boxes signed WOLA KRZYSTOPCESKA located at the I.G. Farbenindustrie Werk at Offenbach/Main. By order of MILITARY GOV RHMENT SPRAGUE G. GARLOCK Name Rank 1st Lt. CE Designation Property Control Officer Mil Govt Det F - 13 Among the actions prohibited by Military Government, except when licensed or otherwise authorised or directed by Military Government, no person shall import, acquire or receive, deal in, sell, lease, transfer, export, hypothecate or otherwise dispose of, destroy or surrender possession, custody or control of such property. All custodians, curators, officials or other persons having possession, custody or control of such property are required :-A. 1. To hold the same, subject to the directions of the Military Government, and pending such direction not to transfer, deliver or otherwise dispose of the same; 2. To preserve, maintain and safeguard and not to cause or permit any action which will impair the value or utility of such property; 3. To maintain accurate records and accounts with respect to such property and all receipts and expenditures received or made in connection therewith; B. When and as directed by Military Government: 1. File reports furnishing such data as may be required with respect to such property and all receipts and expenditures received or made in connection therewith; 2. Transfer and deliver custody, possession or control of such property and all books, records and accounts relating thereto, -1 Account for the property and all income and products thereof.

No person shall do, cause, or permit to be done any act of commission or omission which results in damage to or concealment of this property.

CERTIFICATE.

I, HILDE MAYER AGO No. D-429874, hereby certify that the above is a true and correct copy of Document No. NI-12 394, the original of which is in the German Language.

(The original is printed in bosh the German and English language.)

TRANSLATION OF DOCUMENT No. NI-8396 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT Management Department Dyestuffs Office of the Governor General for the Occupied Polish Territories Department of Economy CHACON Frankfurt (Mein) 20 11 June 1940 Anthraquinone installation of the Chemical factory at Winnica (Hereafter referred to as "Winnica") We beg to confirm herewith as follows the agreement reached with you on the above mentioned installation. You will leave us the Anthraquinone installation of the "Winnica" for the purpose of transfer to the German Reich. state that the condition of the leased installation is known to us in detail, and that we take possession of the leased objects in the condition in which they have been up to now. You assume no responsibility for the condition of the objects leased You grant us the right to transfer the leased installation at our own expense to the factory of the Chemical Industry Boruta at Zgierz leased by us or to any of our other factories or to some other place in the German Reich, and there to make unrestricted use of the installation for our purposes. We undertake to keep the leased installation in proper condition and to insure it at our expense. "Winnica" continuos to own the installation leased according to No. 1). (Page 2 of original) The rent for the installation leased according to No. 1) amounts - 3.) to RM 1,000. per year. The rent is to be paid at the end of each year. We continue to bear any public and privato charges and taxes that the rented installation may carry. The same applies to such public charges which are newly imposed. You undertake to take care that the private and public creditors of the "Winnica" will not enforce an execution against the installation rented according to No. 1). This lease will be in force from 1 August 1940 until tho conclusion of a peace treaty. You grant us purchase priority privileges with respect to the installation rented according to No. 1). We are bound to transfer the rented installation back to Winnica in a working condition and at our expense upon your request after the expiration of this agreement. -1-

TRANSLATION OF DOCUMENT No. NI-8396 (Cont'd)

 Any fees and taxes connected with this agreement will be borne by us.

Flease confirm your approval of the foregoing agreement.

I. G. FARBENINDUSTRIB AKTIENGESELLSCHAFT

(typewritten signature) v. Schnitzler (signed) Eckert

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NL-8396

DOROTHEA L. GALEWSKI ETO No. 34079

(END)

TRANSLATION OF DOCUMENT NO. PI - 8400 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

Management Department Dyestuffs

(Handwritten): W.

5 February 1941 Schr.

(handwritten):

Received 7 February 18 hours Answered 11 February.

To:

Director Hermann Schwab

Litzunnstadt

Koenig Heinrich Strasse 55-4.

Doar Horr Schwab,

In connection with my letter of 25 January of this year I am enclosing copy of a letter of the Trusteeship Office Cracow to the Trusteeship Branch Office Warsaw, the copy of which we received today together with a letter from Cracow. I trust that no further difficulties now stand in the way of the shipment of the installation. I should be obliged to you for a brief communication as to the netual removal of the installation to Ludwigshefen/Intermediate Products Department. I have informed Director Dr. Baumann, Ludwigshafen, of the state of the affair.

With kind regards and

Heil Hitler!

(Signature): A. Eckert.

Enclosure.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO 34079, hereby certify that I am theroughly conversant with the English and German languages and that the above is a true and correct translation of document Ho. HI - 8400.

18 September 1947

POROTHEA L. GALEWSKI ETO 34079.

(END)

separatificated At he must hed We sto 4. 29a Luchart TRANSLATION OF DOCUMENT No. N1-8398 OFFICE OF CHIEF OF COUNSEL FOR WAP CRIMPS (Translator's Note: Handwritten:) fft! I. G. FARBEHINDUSTRIE AKTIE GESTALSCHAFT, FRANKFULT (MAIN) Management Department Dyestuffs 12 February 1941 B. (Translator's Note: Handwri;ten:) A 2 Reseived 14 Tebruary 19 hours Dear Mr. Schwab. Referring to my latter of 5th inste, I am enclosing copy of the letter of the Trusteeship Office Cracow of 31 January 19 4. according to which the purchase price for the Anthraquinone installation is to be paid to the account No. 5420 at the Kommercialbank, Orscow, in Favor of the Troubandverwertungs-G.m.b.H. (Thustcoamip utilization Co. Ltd) Dr. v. Rospatt in orner me of your opinion that the emount really belonged to the Winrich. I suppose that the Trustecship Office Cracow will credit the Winrich or the thanteschip administration of the Winnica respectively with the assumt without any further ado. In the meantime we have obtained the foreign exchange perm t for the transfer of the purchase price for the Anthrogalnone as well as for the Beto-oxynaphtoic-acid installation. If you should have any objections to the payment to the Treuham verwertungs G.m. bill or the Franciscalbank, Craccw, respectively, please let us know by wire. With kind regards and Heil Hitler! Yours, Enclosure (signed.) Eckert (Translator's Note; Handwritten remarks:) (Illegible) 15 February 08,20 hours CERTIFICATE OF TRANSLATION I, DOROTHEA L. GALEWSKI, ETO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NI-8393 DOROTHEA L. GALENSKI ETO No. 34079 (END)

TAINSLATION OF DECUMENT NO. HI-6739 OFFICE OF CHIEF OF GUNSEL F.A. CALMES

INTERREGATE H of the Witness, Franciszek Kacprzak,
by Mr. Zonon De Chetmick
CCCMC Hurnberg
assisted by Miss J. Marzec - reporter
30 April 1947 in Lodz, Poland

The witness, Franciszek Kacprzak, being warned to speak the truth states under eath of his own free will and without coercion as fellows:

On the 3 october 1939 after the invasion of Teland by the German Army Messrs. Schwab Hermann and Dr. Schoener (I don't remember his first name) came to the factory in which I was working as a section chief. This factory "Zaklady Chemiczne Winnica Sp. Ake." was located in the township of Jablenna, county Marsaw; it manufactured semi-finished products for the production of tyestuffs. Schwab and Schoener teld the director of the factory, Dr. Alfred Hirszewski, diseased in the mountime, that they represented the German Ministry of Genmerce and the I.G. Farben which company has been empowered by the German government to a Uninister the Polish Myestuff Factories.

Inside of a few hours they brought into the fact ry a military detachment and secured the whole property of the enterprise in such a way that the Tolish director was not allowed to send anything out without the consent of the commanding officer of the military unit. This situation lasted two weeks, thereafter the military unit left the place and the factory was not into operation. Schwab, Hernann and Dr. Schoener were the trustens of the company. By the end of 1939 the production was stopped; half a year later it has been responded in order to use up the existing raw anterial, then again, by the end of 1942, the work in the factory was stopped completely. School, Hernann who was the actual administrator came to limited needed your two or three ments, up to the year 1944. Fr. Schooler who was the technical advisor to School was in the factory call a few times. He was replaced by Tr. Hetzdorf, a director of the Toruta factory in Zgierz.

Schwah, Herman appliated the factory luring his administration. He maintained that it had no right to exist being too small for a retional projection although it was a new factory built between 1929 and 1939, valued in 1939 together with the buildings, the equipment and the manufactured reeds to over 4 million alotys. Its productive capacity of dyestuffs amounted to 40 ten monthly.

From the nere invertant equipment shipped away by instruction of School I remember the following:

- Two complete equipments for the manufacture of anthraquinene with the productive capacity of 6,000 kg monthly; 60% of anthracene manufactured in the year 1939 was shipped away in 1940 for the amount of 150,000 zlotys.
- 2. Equipment (Sulpheners for high pressure, nitrators and smaller apparatus) for the manufacture of dyestuff khaki-

alizarin valued at about 100 thousand zlotys.

- 3. Equipment for naphtol of the AS type with a productive especity of 5 ten monthly valued at about 30 thousand glotys.
- 4. Equipment for the manufacture of semi-finished products valued at about 250 thousand slotys.
- 5. Different apparatus for the manufacture of lyestuifs and factory equipment valued at ever 200 thousand slotys.

The equipment mentione 1 in points 2 to 5 was shipped away in the year 1943 and up to June 1944.

After the shipment of this equipment the factory was totally ruined as even the buildings and the wooden shops were sold.

Schwab did not come anymore to Winnier in the year 1944 although he was in Warsaw and I have the feeling that he suggest to the army comman' that before leaving the place the Gorgan army should completely destroy the factory buildings. This has been accomplished in marry 100%.

The last detachment of the retreating German army blow up the factory chimney, the high pressure transformer, the effice building, and the factory recreation hell. Two storage buildings burned down when five buildings with annexes were. fired.

The blowing up of the effice buildings with all the files it contained does not permit to describe more accurately the afere mentioned a support which could serve as a basis for claiming lamages.

The demolities of the tuilting took place in the fall of 1944 and I personally exerted this fact in the year 1945 at a time when I came there after the war was ever.

/s/ Francisack Kacprack Francisack Kacprack

Sworn to and signed before no this 30 April 1947 at hodz, Poland by Franciszek Paciesak known to me to be the person interrogated

Zenon De Chetnick

AGE D 429066 Office Chief of Counsel for Mar Crimes U.S. Mar Department

CONTRICTO OF TAMEL TO U

I, Zenon De Chetnick, AG No. D 429866, hereby certify that I am thoroughly convergent with the English and Polish languages; and that the above is a true and correct translation of Document No. NI-6739.

Zenon De Chetmick Zenon De Chetmick EMD AG D 429866 File-Note concerning the German-French conference of 21 - 24 July 1941.

1. Office building for Francolor.

I.G. agree to the purchase by St. Denis on the best possible terms of the building situated 9, Avenue George V.

With reference to other prospective buyers who have appeard in the meantine an attempt is to be made to intervene in a suitable manner via the Hetel Majestic.

I.G. approves the following nonorandum submitted by the French group:

The "Société Anonyme des Matières Colorantes et Produits Chimiques de St. Denis" has been charged by the future stockholders of Francolor with the adjudication of the private mansion situated in Paris, 9, Avenue George V, which was put up for sale at the Palais de Justice on 26 July 1941 and which is destined to become the head office of Francolor.

As these premises, therefore, are to be subsequently contributed to Francolor, the Societés which with Saint Denis are called upon to constitute the new corporation, that is to say, the Etablissements Kuhlmann, St. Clair-du-Rhone and I.G. Farbenindustrie, have come to an agreement with St. Denis whereby jointly and severally, each in proportion to the extent of his participation in Francolor, they shall bear the total or partial loss of the premises in question, in the event that these premises should be destroyed in whole or in part for some reason, whether by accident or by force majoure, between the date of the adjudication and that of the transfer of the premises.

(pego 2 d orginal)

It is agreed with the sene unanimity of future stockholders of Francoler, that this corporation shall undertake to refund to the Societé de Saint-Denis in kind all costs pertaining to the adjudication, including the principal, and those costs and interests which are recognized by law."

2. Rocalor / St.Clair-du-Rhonc.

I.G. have in view a conference with Herr A. Roesier, which is to take place on 12 August of the current year in Basic. Dr. J. Fressard is meant to take part in this conference whilst Herr Roesler junior is there in order to settle the question of the St.Clair-plant against the background of the overall problem, I.G. is of the opinion that endeavors should be made to have the Roesler plant at St. Clair bought by Francolor.

TRANSLATION OF DOCUMENT NI-8394 CONT'D.

3. Winnica.

- I.G. and the French group agree that the latter should transfer its interests in Winnica to I.G. The transfer will be effected against payment of the amount of Inillion marks = 20 million French francs. The following are the main points of the transfer:
- a) The shares, which number 1006, and are in the possession of the French group, will become the property of I.G.
- b) The transfer to I.G. of all the claims which the French group has against Winnica for working credit, budget balance etc., so that the French group has no claims left against Winnica.

(page 3 of original)

- c) Cancellation of all claims of the French group against the I.G. in connection with Winnica and vice versa.
- d) On account of a claim for taxes brought by the former Polish state against the French group a mortgage was issued as security on Winnica. In the event that this mortgage should be realized, the French group will refund the expenses to Winnica.

4. Trensfer of orders (Auftregsverlagerung). Tex on production.

The French group reports that the production tex of 9% is at present usually applied also to expert orders. In consideration of the special character of the transfer of orders and in view of the arrangements made for the fixing of prices of the dyestuffs to be transferred in connection with the general transfer of orders, I.G. reserves the right to ask the German government agencies to intervene and to have the orders which are due for transfer made exempt from this tex.

5. Hiscollancous.

a) R.O. Custor, Lina, Guayaquil, Poru and Ecuador.

There is agreement that the contract regarding representation which is due to expire on 1 February 1942 should be terminated now already, in order to keep within the deadline of 1 Nevember 1941.

b) Article 13 of the Agreement.

It is made clear in connection with Article 13 of the agreement

(page 4 of original)

that the French plants belonging to the Basle dyestuff factories are not to be sensidered as French enterprises as the term is used

TRANSLATION OF DOCUMENT NI - 8394 CONTID.

in Article 13 of the Agreement.

(Signatures):

ter Meer

R. Duchemin

Waibel

J. Frossard

G. Thomar.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMER, USFET 492, hereby certify that I am thoroughly conversent with the English, French and German languages and that the above is a true and correct translation of document No. NI - 8394.

26 September 1947

DOROTHY E. PLUISER USFET 482.

(END)

TRANSLATION OF DOCUMENT No. NI-6941 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

COPY

I. G. Farbenindustrie Aktiengesellschaft Mrnagement Department Dyestuffs

Frankfurt/Main/ 20 1 August 1941

To: The Reich Ministry of Economy attention: Assessor Dr. Scheidtmann

BERLIN W 8 Behrenstrasse 43

Purchase by our company of the 1006 shares of the "Chemische Fabrik Winnica A.G.", Winnica near Warsaw, at present owned by the Contrale des Matieres Colorantes, Paris

We beg to refer to the interview which our Dr. Kufuss had with you on 30 July 1941 regarding the above matter, the contents of which we repeat in the request below:

The Chemische Fabrik Winnica A.G. , Winnica near Warsaw, was founded in agreement with us by the French dyestuffs industry, in order on the one hand to create an enterprise to rival the national Polish factories in Poland and on the other hand to maintain and regain business lost through customs duty and import restrictions by mamufacturing goods in the country itself. Organic coal-tar dyestuffs were to be produced. The final capital of the company amounted to 2 million Eloty, divided into shares of 1000 Eloty each. Originally the French group and, at Farben's suggestion, the firm of Eduard Grautert & Co, Basel, took half-shares in the company. Later the Grauter's firm passed on the shares in its possession to the firm H. Sturzenegger & Cie., Basel. Ostensibly Winnica however always passed as an entirely French company. The necessary means for covering the working capital were put at the disposal of Winnica by the French group and debited accordingly; we, on the other hand, charged the French group - basing ourselves on the original joint management - with our share of this working advance in each case

(Page 2 of original)

As is known, I.G. Farben will acquire a 51 % holding in the French dyestuffs industry in the course of the reorganization of the European Dyestuffs production. Within the framework of this ro-organization a French participation in a dyestuffs factory located in the general Government was no longer desirable. We therefore reached an agreement with the French dyestuffs industry to purchase the 1006 Winnica shares which they hold. A purchasing price of EM 1 million was agreed upon, subject to the simultaneous transfer of the claims of the French group on Winnica to us, as well as the cancellation of the claims of the I.G. on the French group regarding the title "Winnica".

As soon as we obtain your permission payment of the above mentioned purchasing price will be made in cash. We herewith beg to request the Reichs Ministry of Economy to authorize us to remit the amount of RM 1 million to the Etablissements Kuhlmann, Paris, for the French group, and we request instructions regarding the Franc-account through which the payment is to be made.

Heil Hitlor: .

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(signed) v. Schnitzler pps. Eckert

TRANSKATION OF DOCUMENT No. NL-6941 (Cont'd)

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NL-6941

Dorothea L. GALEWSKI ETO No. 34079

(END)

TRANSLATION OF DOCUMENT NO. 11 - 8389 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIMES.

GEFERAL GOVERNHEYT

THE GOVERNOR OF THE DISTRICT OF WARSAW

Section Economy Subsection II Trusteeship T.2/18 - 1805/42 Dr.A./Lt. Warsaw, 8 July 1942

Pο

Director Hermann Schwab;

Litzmannstadt Koenig Heinrich Str. 55.

Subject: Abrogation of Sequestration and Administration by Trustees of the Chemical Works Winnica A.G. at Winnica, District Warsaw.

Being in receipt of the administrative fee of 50.000.— ZlotyI hereby abolish, according to the agreement, the sequestration and administration by trustees of the firm Winnica, at the same time recalling you as trustee.

I take the opportunity of expressing my gratitude for the services you have rendered as trustee.

The return of your letter of appointment as trustee is requested.

By order:

(Stamp): illogible. (signed) Dr. Althoff /Dr.Althoff.

CHRIFICATE OF TRANSLATION

I, DOROTHY E. PLULIE, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. MI - 8389.

18 September 1947

DOROTHY 'E. PLUICER USFET 482.

(EHD)

TRANSLATION OF NOCT. THE NO. 171-128. OFFICE OF CHILF OF COUNTIL POLICE.

ORDER

He, the President of the Tribunal Civil de la Seine,
According to the attached request from L. le Procureur
de la République (Attorney General), dated 5th March 19.5, and
in accordance with the clauses contained therein,

According to the Order of Sth June 1945, which is the third Tuplementary Order to the Order of 18th November 1945, concerning the nullity of acts of spoliation and declaring acts of spoliation committed by the enemy for his gain and and void, together with the decree of twenty-third July 1945, amending said Order,

Declare nil and void the transfer of the 1003 shares of the Societé des Etablissements Chimiques de MINVICA, transferred to the I.G.FARRITET USPRIE A.G. by the three French companies,

Firstly, the Compagnie Nationale de latiéres Colorantes et Hanufactures de Produits Chimiques du Nord Réunies Etablisse monts MUHLMANN, 11 rue de la Baumo, Paris 8,

Secondly, the Societé anonyme des Natières Colorantes ot Produits Chimiques de St-Denis, 60 Nue de Miromesmil, Paris 8.

Thirdly, the Compagnic Franceise de Produits Chiliques et latieres Colorantes de St-Clair du Rhone, 21 rue Henri-Rochefort, Paris,

Order the release from sequestration of the property affected by our Order of 10th Hovember 1945, as far as this sequestration referred to the witles the transfer of which has been declared all and void above,

Chergo the Administration des Donaines (Pational estato office) with the care of the property, rights and interests

presented by the titles specified above, in particular granting it full powers to take all measures necessary for their conservation on behalf of the legitimate owners, and especially to take stops to identify the bearers of the transferred shares by such about as they may choose to appoint.

Given at the Palais de Justice in Paris on Oth Harch 19-18:

> The President of the Tribunal of the Seine. Signed: RCUSSELET.

The record of this Order has been signed by H. le President.

Registered in Paris on 14th hereh 1945, No. 68, fee 150 france,

Signed: Delcluzel.

CERTIFICATE OF CRANSLATION

I, Hone A.H. Hacleod, hereby certify that I am thoroughly conversant with the English and Prench langua es; and that the above is a true and correct translation of Pocusent No. FI-0266.

None a.M. Necleod

Doc. 134. 56 (8 Vise "te verietur" 5% med

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TRINSLATION OF DOCUMENT NO. NI - 9366 commin.

(page 1 of original continued)

g. ngrthoffer.

(or to " of original)

RECCRD.

In the year mineteen hundred and forty-seven, on the eleventh day of April,

We, CHARLES BEETIDFFER, Feputy Prosecutor of the Republic at the Court of the Scine, Delegate appointed by the Minister of Justice to the Chief of Toursel for Mar Orines, having proceeded to the Ministry of Justice in Paris, M. Merion, Director of Sivil Affairs, delivered to us a copy of the order issued by the President of the Sivil Court of the Seine on 9 Herch 1946, declaring nil and weid the transfer of 1866 shares of the Societe Winnice, ceded to I.G. Frbenindustrie.

" Having ascertained that this Order was definitive, we marked the said capy "ne verietur" to be ampended to the record.

(Signature): 0. GERTHDIFFER

CERTIFICATE OF TRANSLATION

I, DOROTHIA L. GALEWSKI, MID 34079, hereby certify that I am thoroughly conversant with the French and English languages and that the above is a true and correct translation of the Populant No. HI - 9266.

20 Cotober 1947.

D.I. GALINISMI ETO 34079.

(BHD) - 3 --

to be inserted to Bh. 56, Page 396 rependent led 2nd set .Ex. 1625 TRAISLATION OF DOCUMENT NO. HI - 9266 A OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIMES. Order on application Record-file No.1037. 13 Harch 1946. 4 shoots Rolease from Sequestration EXTRACT I.G. FARBENI YDUSTRIE FRON THE HIMUTES OF THE RECORD OFFICE OF THE CIVIL COURD of First Instance of the Department de la Scino, sitting at the Palace of Justice in Peris. The President of the Civil Court of First Instance of the Departement de la Seine, sitting at the Palace of Justice in Paris, has issued this order in consequence of the application made to him, said application and Order being deposited with the Record Office of the Court according to instrument of 13 Herch 1946. The text of the application, the Order and this instrument of deposition follows: 13 lierch 1946. Me , the undersigned Registrer, have, as required by the Public Prosecutor at this Court, filed en Order on application issued 9 March 1946 by the President of this Court by reason of the public regulations contained in the Order of 9 June 1945, Said order, which will be registered simultaneously with this instrument of deposition, declaring mil and void the transfer of 1006 shares of the Etablisse-0 ments Chimiques de WIFNFCA coded to I.G. FARBININIUSTRII by the three French companies: Compagnic Nationale do Hatieres Colorantes et Hanufactures de Produits Chimiques du Mord Reunies Etablissements KUHLMANN, Societe anonymo des Materies Colorantes et Produits Chimiques de Saint DEMIS and Cic. Franceise de Produits Chimiques et Materies Colorantes de Saint Clair To.1037 Public Prosecutor H. Lazard (page 2 of original) du Rhone, and ordering the release from sequestration of the property affected by our Order of 10 Fevember On the basis of which we have drafted the present instrument signed by us. Signed: JOUAN. -1-

APPLICATION

The Public Prosecutor of the Republic to the President of the Court of First Instance of the Department de la Soiner

We, the Public Prosecutor,

(D)

(3)

According to the letter of 6 February 1946 addresse by the Minister for Foreign Affairs to the Minister of Justice and the documents annexed to it,

Whereas by the Franco-German protocoll of 21/34 July 1941 and the subsequent agreement of 18 Movember 1941 the three French companies:

Firstly, the Compagnic Mationale de Matières Colorantes et Produits Chimiques du Nord Réunics Etablissements KUHIMANE.

Secondly, the Société anonyme des Matières Colorantes et Produits Chimiques de Saint-Denis,

(page 3 of original)

Thirdly, the Compagnic Française de Produits Chimiques et Matières Colorentes de Saint-Clair du Rhone, have transferred to the German company of I.G.FARRENIVOUSTRIE 648 shares, 334 shares and 24 shares respectively belonging to Etablissements de Produits Chimiques de WINTICA (Poland).

Whereas the transfer of this total of 1006 shares was effected for the price of RM 1,000,000 or Fr. 20,000,

That the stipulated price was paid under the following conditions:

An advance payment of Fr. 5,919,863 was made on 1 December 1942 through the clearing office (Office dos Changes - Service do la Compensation).

And the belance, amounting to the nett sum of Fr. 14,055,836, was settled through the same channels on le September 1943,

That these sums, which together amount to a total of Fr. 19,975,699, constitute the not price of the transfer after the deduction of various expenses caused by the transfer operations.

TRANSLATION OF DOCUMENT NO. PI - 9265 A

(page 4 of original)

Mhereas this apparently legal transfer in favour of the enemy is one of those transactions to which may be applied the Order of 9 June 1945, the first Artigle of which declares nil and void all acts, transfers and transactions of an apparently legal nature effected with the consent of the victims under the conditions andicipated by the declaration of the United Mations dated 5 January 1943 and by means of which which the enemy had directly or indirectly acquired property, rights or interests belonging to any natural or legal entities, irrespective of whether they be denicited in France or abroad;

Whereas, in fact, by the declaration signed in London on 5 January 1943, the United Matiens have reserved for themselves the full right to declare nil and woid all transfers or transactions relating to property, rights or interests of any kind which are or have been located in the territories under occupation or under the direct or indirect control of the enemy powers or which belong or have belonged to persons (including logal entities) residing in such territory, as well as apparently logal transactions, even if they appear to have been concluded with the consent of the victims:

(page 5 of original)

42)

Whereas this voluntary transfer effected in favor of the enemy during the occupation warrants the application of the Order of 9 June 1945 and whereas it is imporative to declare this transfer effected in favor of I.G.FARBHINDUSTRIE mil and void in accordance with the terms of the Order of 9 June 1945,

Whoreas by whatsoever nothed the transfer may have been effected, the exception provided for in Article 13 of the Order of 21 April 1945 could not in this case apply,

According to the Order of 9 June 1945, being the third Order amenting the Order of 12 Movember 1943 concerning the nullity of acts of speliation and declaring acts of speliation counitted by the enemy for his gain nil and void and the Decree of 23 July 1945 implementing the said Order,

We request you, Mr. President, to declare nil and which the titles of transfer of 1006 shares of the Etablissements Chimiques de WINFICA transferred to I.G. FARRENTPOUSTRID by the three French companies,

Firstly, the Compagnic Nationale de Matières Colorentes et Manufactures de Produits Chimiques du Mord Reunies Etablissements KUHIMAHF, 11 rue de la Baume, Paris 8,

Secondly, the Société anonyme des Matières Colorantes et Produits Chimiques de Saint-Denis, 69 rue de Miromesmil, Paris 8.

Thirdly, the Compagnie Française de Produits Chimiques et Matières Colorantes de Saint-Clair du Rhone, 21 rue Henri-Rochefort, Paris,

Order the release from sequestration of the property by our Order of 10 November 1945, as far as this sequestration referred to the titles the transfer of which has been declared nil and void above.

Charge the Administration dos Domaines (Mational Estate Office) with the care of the property, rights and interests represented by the titles specified above, in particular granting it full powers to take all measures necessary for their conversation on behalf of the legitimate owners, and especially to take steps to identify the bearers of the transferred shares by such agent as they may choose to appoint.

Given at the Palace of Justice in Paris on 9 March 1946.

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The President of the Civil Court of the Scine.

(signed): ROUSSELET.

The record of this Order has been signed by the President of the Court. Registered in Paris on 14 March 1946, No. 68, fee 150 fr.

(signed): DELCLUZEL.

ORDER.

We the President of the Tribunal Civil de la Soine, According to the attached request from N. le Procurour de la République (Atternoy General), dated 8th March 1946, and in accordance with the clauses contained therein,

According to the Order of 9th June 1945, which is the third Implementary Order to the Order of 12th Movamber 1943, concerning the nullity of acts of spoliation and declaring acts of spoliation committed by the enemy for his gain nil and void, together with the decree of twenty-third July 1945, amending said Order,

Declare mil and wold the transfer of the 1006 shares of the Societé des Etablissements Chimiques de MINTOA, transferred to the I.G. FARBEMN DUSTRIE A.G. by the three French companies,

Firstly, the Compagnic Matienale des Matières Colorantes et Manufacturas de Produits Chimiques du Mord Réunies Etablisscients MUHHMAN, 11 rue de la Baume, Paris 8,

Secondly, the Société anonyme des Matières Colorantes et Produits Chimiques de St.Denis, 69 Rue de Miromesmil, Paris 3,

Thirdly, the Compagnic Francaise de Produits Chimiques et Hatières Colerantes de St.Clair du Rhone, 21 rue Henri-Rochefort, Paris,

Given at the Palais de Jutice in Paris on 9th March 1946.

The President of the Tribunal of the Seine.

(signed): ROUSSELET.

The record of this Order has been signed by ii. le Président. Registered in Paris on 14th March 1946, No. 68, fee 160 francs.

(signed): DELCLUZEL.

Collated: (initial)

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This copy delivered on plain paper on application by the Public Presecutor of the Republic acting by virtue of the Order of 9 June 1945.

COPY.

(Signature): illegible.

CERTIFICATE OF TRANSLATION

I, IDMA A.M.HACLEDD, :EP 38347, hereby certify that I am thoroughly convergent with the English and German languages and that the above is a true and correct translation of Document No. MI-9265A.

MOMA A.M.HACLEOD HEP 38347.

(EHD)

AFFIDAVIT

I, GEORG VON SCHNITZLER, member of the Vorstand of I.G. Farbenindustric from 1925 until 1945, after having been warned that I will be liable to punishment for making a false statement horewith stat; the following under eath of my own free will and without coercion.

"I. In the first four paragraphs of my affidavit of 4 March 1947,
which I swore to before representatives of the Office of Chief of Counsel
for war Crimes, I have stated the true directances under which I gave
information, by means of statements and interrogations, concerning the
I.G. Farbenindustric and other matters to allied investigators in
1945. These four paragraphs should also be considered as an introduction
to this affidavit. Below I consider further statements or interrogations
which I subscribed to during 1945, and which I have been shown and which I
have re-read between 18 February 1947 and the present time. Then I
subscribed to these statements or interrogations in 1945, the matters to
which I subscribed were true to the best of my knowledge and belief at
that time. The errors I now find after re-reading these documents are
below.

(0)

2. Senetime between July and September 1945 I signed a three page statement entitled "Statement re the activity of I.G. abroad in the years 1935-1938", the text of which follows:

policy was much more directed to the west and Southwest of Europe and to Oversea than to the European East and South-East. All the great problems of chemical development lay in the Anglo-Saxon and the Latin countries, there alone a great literature scientific as well as of a practical nature existed and there alone the competition of great and powerful enterprises was to be met. Of course a substantial export has always been made to the direction of the S.E. countries, for dyestuffs as well as for pharmacouticals the succession-status of the former Austr.-Hungarian monarchy was an old friend of activity and the same applies to quite a let of chemical products, - but the idea of industrialisation was far away from the conception of I.G. officials.

The only company in I.G.'s domain which showed an industrial activity in these countries was Dynamit-Pressburg. But Pressburg (signed) G v Schnitzler

itself as a factory was nearly deserted and only Pressburgs subsidiaries in Austria, Hungary, Roumania and Yugoslavia were better occupied.

It was Hitler who from the very beginning, i.e. from 1933 on, tried to develop the South-Enst as an annex of Germany's economy and to attach it to the German industrial potential. But how little of this program in the first years has been realized is best shown by the fact that up to 1938 not a single individual project has been taken up by I.G. - In the same time I.G. in the field of dyestuffs and chemical products alone undertook the following in the Western and Southwestern countries of Europe and in America:

Italy: a substantial onlargement of the plants

- of the Aena:
 Polyvinylchlorid
 new dyestuffs (Vat and Maphtel A.S. range)
 accessory products
- Blanchi Igopon and other auxiliary products
- 3) Two factories for Buna in cooperation with Pirelli were started
- 4) Somis: a small factory for Magnesium after the electrothermic procedure
- 5) Lithopone with Montecatini.

France: Licenses given to the Kuhlmann-group in the dyestuffs-field, into the cartel agreement

Licenses given to Ugine in the magnesium field

England: Uni-Lover-contract on Igopon for cleansing purposes (1935)
Magnosium-plant with I.C.I. (1935)
Trafford-Park Chemicals Co. with I.C.I. (1938)

(page 2 of original)

Spain: new plans elaborated for the enlargement of F M C E (intermediates and dyestuffs in the Azo-Range)

new plans elaborated for the enlargement of Flix (new electrolyse)

both problems were held up by the civil-war and could be taken up activity only in 1940.

U.S.: Close technical team-work with G.A.F. in the field of dyestuffs, intermediates and Agfa-Photo-products.

Magnesium Co. with Alcon

Licence for phosphoric-acid to Monsanto

different licensing agreements with Dupont in the dyestuff- and the plastic-field.

(signed) G v Schnitzler

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Latin America:

Although greater plans did not materialize I.G. was strongly impressed by the constant development of "Duperial" and apart of a certain enlargement of 2 small dyestuff-factories in Brazil different smaller industrial enterprises in Argentine, Brazil and Columbia were started.

It must be admitted that I.G. was not very successful with these little factories, but the desire to get industrially a foot down in South-America was strongly advocated by the entire K.A.

All these projects did not demand a substantial capital. The government was most reluctant in granting the permission for the use of foreign currency. We had to finance the share capital, incumbing to us by the way of intermediates, machines, ordered in Germany, all kinds of equipment supplied by I.G., prepaid licences and so on. In granting the permission for taking the participations in England (Magnesium plant and Trafford Park) the government undoubtedly wanted to do England a favour; it was the time that Hitler believed England would not hinder him in his plans for the European Bast. -

But taking the before-mentioned activities altogether one clearly recognises how strongly I.G. remained on the line of developing a world business in close team-work with their competitors, who in Europe at the same time were their cartel-partners. -

Practically most part of the work of the leading commercial people has been dedicated to that purpose, the demostic business not demanding such an uninterrupted endeavour of the I.G.'s first representatives. The strong trend directed to the South-East only took hold of I.G. after the Anschluss of Austria had been carried through. I.G. if it wanted to keep up its leading position in, what up to then had been its export-business to the S.E.-countries had to take up the manufacturing in the various fields of which formerly has been reported. - It was a policy which to I.G. was prescribed by the government and which inside the I.G. was in no way unanimously accepted. The outbreak of the war stopped these discussions and as

(page 3 of original)

the government had made up its plans on the full use of every industrial possibility in these countries and the demands of the "Vier-Jahres-Plan" expressly included the creetion of large scale vs. fectories in the newly conquered (Poland, Czech#Slowakei) and the political dependent countries (Hungary) the activity of I.G. abroad became entirely and in the first line directed to these countries.

How far this industrialization will be kept up, will depend on the future economic structure and development of them.

Will they fall back to small units regulating their home-markets in the way as they did it before 1939, most of the factories will be of little use. The size of Auschwitz and Heydebrook as well as of Mossbierbaum and Pressburg is adapted to a great home market. Thus the problem will be to make their production available for the entire East and South-East. Only by following such an economic policy the Bung and Hydrogen-works in Auschwitz, Heydebrook and

42

Moosbierbaum as well as the Vistra-factory in Pressburg have a chance to survive and to become instruments of a peace-sconomy to the greater advantage of these countries and to the acquiring of a higher standard of living of their population. Additionally they will need the constant technical help of I.G.'s scientific laboratories as they are not owning appropriate installations within themselves.

(signed) G. VON SCHNITZLER".

This statement still appears to me to be entirely true and correct to in the middle of vs. the best of my knowledge and belief, except that in page 2 where I spoke of Hitler's "plans for the European East", I meant "South East" as becomes clear when one reads further in the statement. My thoughts concerning the future developments of the factories of Auschwitz, Heydebreck, Moosbierbaum and Pressburg, as stated in the last two paragraphs of the statement, were given at the special request of the American investigators.

3. On 15 August 1945 I signed a four page statement, the text of which follows :

"Beginning with the peaceful conquest of Austria and Czechoslovakia (Sudetenland) and continuing with the military conquest of the remainder of Czechoslovakia, Poland, Norway, Holland, Belgium, and France (with the peaceful conquest of Dommark following in between) and also in regard to the South-castern countries, it was the primary purpose of the German government to incorporate the economies of those countries to the purposes of Germany. This undoubtedly meant that these countries must work for the German war machine. The principle from the first was "Pühren" but that those countries must do it themselves. I remember that Mr. Schletterer, Ministerialdirigent of the Reichswirtschaftsministerium announced this principle in a notting of the Boirat (advisory committee of the Reichsgruppe Industrie) after the conquest of France. I.G. also acted in accordance with this slogan.

The rapid accommodation of the Austrian industry to Goering's 4 years plun was amazing. Based on the water power of Austria which, of course, was relatively expensive, a substantial industry of manufacturing products in the metallurgical field was at once started. There were at least three big enterprises between Vienna and the Czechoslavakian frontier erected for the manufacturing of processed goods in the metallurgical field, and I.G. itself was planning in last summer in connection with the Moosbierbaum plant of magnesium to become interested in one of them. 12.000 t of magnesium being projected for Moosbierbaum, that should mostly be converted into finished goods in Austria itself.

Furthermore the oil production in Austria was developed and at a certain time one had hopes that the oil fields in the

north of Vienna could become a second Pennsylvania with the yield of 6 - 7 million tons of oil. I.G. took certain interest in that field too in the form of participations on which Dr. Bütefisch at once reported in the Vorstand. He can give every detail about it. Later on the excessive hopes did not materialize, and, I think, the Austrian production remained at somewhat at 1 million tons.

I.G. in Moosbierbaum did erect a hydrogenation plant which was destined to transform this Austrian oil and eventual oil coming from the Southeast up the Danube into highly octan gasoline for aviation purposes.

In the nitrogen field a plant of 50,000 t N was built up in Linz which was financed in the form of an "Umlage", taken from the producers in accordance with their participation in the turnever of nitrogen.

Still the Austrian industrialisation in such a sense was only at the beginning because for the future one expected to get cheap coal from upper Silesia. This, of course, only could be materialized after the construction of the Oder-Donnu Kanal. In Austria water-power and coal was very expensive because of the high costs of transportation and, of course, the water-power was not yet written off. But for the future one expected that both items for an extensive industrialisation would be obtainable at competitive costs to the other German "Industrie-Reviere". The highly skilled Austrian population offered a labor potential which the government had decided to use to its full extent. The contribution of Austria to the war mechane was very substantial, more in finished goods than in so-called commedities. Goering became very unpopular in Austria because when delivering there

(page 2 of original)

his first speech in spring 1938, he said: "Now it's over with the "Gemfitlichkeit" (comfort), you must spit in your hands and go to work," which was resented because in Austria a highly developed finished industry has always been existing.

I.G. took the newly founded Bonau-Chemic A.G. as an "overcont" to buy huge land property in the so-called Tulln field which was a small city about 20 - 30 km up the Bonau from Vienna and was excellently situated for industrial development. - Goering-Werke erected iron and steel plants, I think, in Linz which were connected with the nitrogen plant.

In general one always wanted in Austria to have Austrian companies on the spot and that was the reason too that I.G. took Denau-Chemie as an overcoat, but under that overcoat the big manufacturing plants in Moosbierbaum should be run directly and were run directly by I.G., so far for instance the hydrogenation vS. plant and the projected plant of Meesbierbaum. magnesium.

The German industry tried to penetrate and generally did it in the same way as I.G. did it. "Reichsdeutsche" were not popular in Vienna, generally spoken, and it was interesting to observe that most of them had left Austria again when war ocme to its end.

In Czechoslovakia the private industry in general was not allowed to develop an industrial activity, all the available lighte mines being taken over by Herman Goering Worke, and so was the huge plant in Brüx where more oil was produced than in Leuna. They wanted to achieve 700.000 tens

All of this was done by the Goering works, and this was based on the lignite districts of Brüx and Dux where some 16 - 18 million tons of lignite were mined.

The Skoda works were developed enormously. Herman Goering Werke took a participation in the Skoda Werke as well. The Ezechoslovakian contributions in the direct "Rüstungsindustrie" were very important. Apart of Skoda, Prager Eisen, Ringhoffer, and then the famous iron works near Morava Ostrawa in which the Rothschilds held 50% which were also taken over by Goering Werke, did supply an enormous contribution to the war machine.

The way by which these different Nazi governmental instrumentalities like the Gooring Werke and the S.S. entered Czechoslovakia's industrial economy, was highly to be blamed as it materialized practically as a locting of private interest.

I.G. did not participate in this whole domain and remained solely on its 50% participation on Chemische Worke Aussig-Falkenau. Those works developed only modestly because their coal and power basic was too shall to allow strong development and apart of that Chemische Fabrik von Heyden was neither willing nor able to make money investments. Goering took everything over for himself so that there was no opportunity of the I.G. technicians to develop anything in Czechoslovakia

In regard to Poland at first Goering wanted to take everything. He laid hand on the whole mining industry as far as it was not German private property or American one. He did

(page 3 of original)

not went the so-called big industry to be participated. A word is reported of him: "Natürlich Giesche's Erben, die wollon wieder orben, aber daraus wird nichts, und die I.G. bekommt vs. sch n garnichts." But at least things developed in quite another way as I.G. was asked by the government or by Krauch to start in an enormous industrial development in creating two entirely new works, one in Heydebreck, in an old German territory, that means a territory which was allotted to Germany by the vs. plebiscite in 1981, near the frontier, and the second in Ausch witz between Kattowitz and Krackau on Polish territory. The industrial conditions because of favourable location were so promising that we could not decline the invitation to start new industries in these places. The two biggest items in it were the buna in Auschwitz and then, of course, the hydrogenation in Heydebreek and in Auschwitz. Heydebreek is practically another Oppau.

I have already made a statement regarding I.G.'s taking over of the Polish dyestuff industry.

VS./for In Norway two big enterprises were planned for the Hagnes- Luftwaffe, one through the Reichsgesellschaften called first iur, Al. NORDAG and later on HANSA Light Metal for Aluminium, and the second NORDISCK LETHETALL, a joined factory of I.G., Norsk Hydro, and Luftwaffe/. The first was given up and never materialized, vs./the but after having spent hundreds of million marks for the plant, second of which I.G. was interested, it was destroyed by air raids and never came to work.

The idea was to use the Norwegian water power which offered still great possibilities, and the clay necessary for the production of aluminium was of Norwegian origin just as well.

In regard to Holland and Belgium there is no doubt that the industries of those countries were also used for the German war amehine.

The French contribution to the German war machine was tremendous. First in the agricultural domain; it was said that from France to Germany more certal products came than from all the eastern territories together. But the industrial performance of France was also very important mostly in such finished articles were not much seal and power were used. In France the contribution of the chemical industry for the aforementioned reason was more or less modest. I would cite especially the tire industry and the motor-car industry, especially the Renault Works, for their tremendous contribution to the German war machine. In the first part of the war textile industry based on important stocks could also give a substantial contribution.

In regard to the South-eastern countries the same principle of the complete accommodation of their industries to the Gorman war machine was aimed. But the industry capacities of those countries being relatively poor, the main concentration was in regard to agricultural products and certain raw materials, vs. like pyrates from Mindeber in Serbia, and then chrome ore from Bulgaria and Greece, and, of course, oil from Roumania.

The different Dynamit-Nobel participations in those countries supplied the axis army with powder and explosives.

(page 4 of original)

Side by side with Germany's tremendous utilisation of the industries of the conquered countries for the German war machine there came to be a great German penetration of the economy of the conquered countries largely by such governmental instrumentalities as Georing and the S.S. I.G. played an important part in adapting the economy of the conquered countries to the purposes of the German war machine. Also I.G. acquired companies, increased its participations in other companies, and made important new capital investments in the conquered countries.

(signed) G. von SCHNITZLER."

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief, except that :

- (a) In the third paragraph of the first page, "highly octan" should be "high octane". I should add that I am not entirely sure if high octane was really produced in Moosbierbaum.
- (b) In the sixth full paragraph of second page, I repreached
 the Herman Gooring Works by stating that the way it entered Czechoslovakian
 (signed) G v Schnitzler

industrial economy materialized practically as a looting of private interest. This was an opinion of mine which is not backed up by informati given me by Dr. Paul Pleiger and Dr. Wilhelm Vess, both members of the Verstand of the Geering Works, while we were confined together during the last year. These gentlemen informed me that the manner in which the Geering Works acquired industrial property in Czechoslovakia was absolutely correct and that they did not do any looting.

- (c) At the top of page 3, I stated that "I.G. was asked by the government or by Krauch". In other words I consider Krauch identical with the government in this connection because he did this as head of the "Amt fuer Wirtschaftsausbau", a government position, and not as chairman f I.G.'s Aufsichtsrat.
- (d) To the third full paragraph on page 3, I should add that the bauxito for the Norwegian plants had to come from the continent.
- (e) To the last paragraph of the statement, the paragraph on page 4, I want to make several points clear. I.G. did not want to take any property away from persons in the occupied countries, but I.G. did invest in the occupied countries on order of the government. When I wrote that "I.G. played an important part in adapting the occupied countries to the purposes of the German war machine", I did not mean to indicate that that was all deliberately done on our own initiative. It was done on government order.
- 4. On 11 September 1945, I signed a statement entitled "Statement re other private firms having acquired property in the conquered states", the text of which follows:

"Deutsche Bank in Österreichische Kreditanstalt, Wien Böhmische Unionbank, Prag

Mr. Flick: Petschek - lignite - works Prag and Sudetenland

Mr. Berghaus: Leichtmetallwerke Engerau near Wien

Vereinigte Stahlwerke, 50% in Böhler-Stahlwerke, Wien Düsselderf

(signed) G v Schnitzler

COPY OF DOCUMENT NO. NI - 519/

Vereinigte Aluminium Werke

Chemische Werke Goldschmidt

Continental Gummi, Hannover

Degussa/Auer

vS. Kali-Chemie

Chemische Fabrik von Heyden

All German oil-Cies.

Krupp and Mannesmann

Frankfurt, Sept. 11th, 1945

Wiener Leichmetallwerke Wien

Chemische Werke Dreibach (Kärnten)

Semperit-Worke, Wien

Societe Terres rares (Alsace)

Societe Chémique de Thann (Alsace)

Chemische Werke Uderberg

in oil fields around Vienna

different interests in Czecho-Slowaki and Austria.

(Signed) G. von Schnitzler.

Of the before mentioned property

the investment in Cest.Kreditanstalt formerly was with the Rothschild-group

" " the lignite - works did belong to Mr. Petschek - Prag

The transaction was made on a private basis with foreign currency

The two Alsatian companies had been seized and were sold to the purchasing companies by the Civil-service Strasbourg

As far as the other companies are concerned I am not sufficiently informed, how these transactions have been made.

The oil-concessions near Vienna partly will have been foreign-owned, Chemische Werke Oderberg must have been Polish possession.

(signed) G. von Schnitzler."

This statement still appears to me to be entirely true and correct to the test of my knowledge and belief. If I thought the matter over, I might be able to recollect some additional acquisitions.

5. On 28 July 1945, I signed a one page statement entitled "Donau-Chemie A.G.", the text of which follows:

"I have very little to say about the past.

Although disposing only of a relatively small volume and mostly unmodern factories the firm of Skeda-Wetzler was an old-established enterprise in Austria. Still there could not be any doubt about the necessity for I.G. to acquire these factories, when Austria in 1938 became annoxed to Germany.

The majority was held by the Tiener Creditanstalt and this bank succeeded to let I.G. pay a very substantial price for it. - Volume of business and earning capacity never corresponded with that price. But the possession of Donau-Chemie was of invaluable importance for I.G. as a stepping stone for entering in the field of the rapidly increasing industrialisation of Austria.

Under the name of the Austrian Co. "Donau-Chemie" we acquired the huge property of Moosbierbaum and started the great installations for sulphuric acid and the new power works.

Furthermore on order of the Luftwaffe we began with the erecting of a magnesium plant of 12,000 tons. And under its own name I.G. itself erected a great factory for the hydrogenation of crude-oil which was successfully working up to all supposed (?) destruction by air-raids.

In comparison with these great interprises, of which the magnesium plant of course never came to a start as the Luft-waffe stopped all work on it since summer 1944 the original buliness of the different old factories of Donau-Chamie plaid only an inferior role.

(played)

As partner in many conventions and united with the sale of I.G.'s chemical products still its value was much higher than the sales-figures did express. - After some years of losses I think in the last 2 years Do nu-Chemic could break even.

Frankfurt-on-the-Main, July 28th 1945.

sign. G. von Schnitzler."

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief.

- 6. On 30 July 1945, both Dr. Max Ilgner, another member of I.G.'s
 Verstand, and I signed a record of a joint interrogation concerning the
 acquisition of the Skeda-Wetzler company, the text of which follows:
 - Q. Frior to the Anschluss, when I.G. was negotiating for the acquisition of the Skoda Wetzler Works, it never know exactly with whom it was negotiating. Is that right?
 - A. (Ilgnor) No. We negotiated with the Kredit Anschtalt.
 - Q. But you said that you did not know who owned the Kredit Anschtalt?
 - A. I certainly did not know.
 - Q. So that when you negotiated for the acquisition of the firm, you didn't know who owned the firm which you wanted to buy?
 - A. We negotiated with the Kredit Anstalt in Vienna.

(signed) G v Schnitzler

- Q. In negotiating with the Kredit Anstalt, didn't you know who owned the Kredit Anstalt?
 - A. If I negotiated with the Kredit Anstalt bank in Vienna you must remember it is a very large institution, and I did not know who owned it. And I think it has no importance at all for the negotiations.
 - Q. Then how do you know who has the power to sign for the "redit Anschtalt?
 - A. The members of the board.
 - Q. Who were the members of the board prior to the Anschtalt?
- Il. A. I remember the man I have already mentioned, Mr. Goham. It might be that Mr. Friedel and Mr. Fritsche were also already directors before the Anschluss, but I am not quite sure on this.
 - Q. But after there was a change of ownership in the Kredit Anstalt, you did know who were the owners. Is that right?
 - A. Because this was semething that was done in the public press. Everybody talked about it, so naturally, it became evident.
 - Q. What was the "This" you were talking about which became evident?
 - A. That the Roichs Kredit Gesellschaft and the Doutscher Banko stepped into the Kredit Anschtalt.
 - Q. Didn't the way they stopped in become public information?
 - A. No. Because that was negotiations between the Bank and wheever it might be.
 - Q. What did you read in the newspapers that caused you to say it became public knowledge?
 - A. It was not in the newspapers.
 - Q. Where did you hear about this?
 - A. In Vienna.

6

- Q. Who told you?
- A. I can't tell you.
- Q. Thun tell exactly what you heard?
- A. It was information not so precise. I saw it later on myself
 Il. that the Deutcher Bank and the Reichs Kredit Bank played a role, be
 when I was asked to enter the board of the Reichs Kredit Gesellschal
 I cannot remember whether it was the end of 1938 or later on, I
- Il. skewideny that the Keichs Kredit Gesellschaft and the Deuther Bank were represented by personalities. (At this point of confusion in answer of Ilgner, von Schnitzler at the direction of interrogated translated Ilgner's German for the record as follows).

· (page 2 of original)

Mr. Ilgoer was invited to attend a meeting of the board of the Kredit Anschtalt and there he saw representatives of the Reichs Kredit Gesellschaft Bank and the Deutscher Bank, and from that he deducted that these banks had an interest in the Kredit Anschtalt of Vienna.

- Q. (To Ilgner) Did you become a member of the board of the Kredit Anschtalt?
- A. Yes.

2

- Q. And while you were a member of the board, you never heard any mention nor ever re-read any documents which would have told you how the Doutcher Bank and the Reichs Kredit Gesellschaft acquired comership of the Aredit Anschtalt?
- A. No sir, I was never told these questions.
- Q. Is it not a fact, Mr. von Schnitzler, that a trustee was appointed for the Aredit Anschtalt? And is it not a fact that it was largely a Jewish-owned bank?
- A. (von Schnitzler) As far as I could remember, the Kredit Anschtalt
 Bank was always closely connected with the Rotschilds, and I always
 II. understood that what the Deutcher Bank acquired in the Kredit
 Anstalt were the shares belonging to the Rothschild interests.
 II. They-were-always-very-alesely-cennectedy-because-houis-Retcheckild
- Il. They-were-always-very-elesely-connected, because house Retekehild interests. They were always very closely connected, because Louis Rothschild, whom I know very well socially, was president of the Kredit Anstalt.
 - Q. (To Ilgner) Did you know Mr. Ilgner, that Mr. Rothschild was president of the Kredit Anschtalt?
 - A. No sir, I really did not know.
 - Q. Did you ever see any newspaper in which it was stated that the Rothschilds were divested of their interests in the Kreait Anschtalt?
 - A. No. I did not rend that.
 - Q. Did you ever read in any newspaper that Rothschild had an interest in the Aredit Anstalt?
- II. A. No. I do have a recollection that Nikolait acquired the Rotschild vS. interests. Nikoli told me about this personally, when I met him occasionally on the train.
 - Q. So that to recapitulate, Mr. Ilgner, when I.G. was negotiating with the Kredit Anschtalt before the Anschluss for the acquisition of the Skeda Works, you never learned or inquired as to who owned the Kredit Anstalt? Even after you were invited and attended a board meeting of the "redit Anschtalt after the
- Il. Anchluss and learned that the Deutscher Bank and the Reichs Kredit Gessellschaft Bank were now the new owners of the Kredit Anschtalt, you still did not know or did not try to find out who owned the Kredit Anstalt previously? And even after you accepted a position as a member of the board of the Kredit Anschtalt, you had never

and to this day do not know who formerly owned the Kredit Anschtalt Bank. Is that right?

A. No sir. You asked me about the interests of the Rotschilds in the Aredit Anschtalt, and-he-was-a-guest-ef-the-Kredit-Anstalt. Il. I do know there are some Belgium interests because I met a gentleman from this group in a hunting place in Klacher which belonged to the Kredit Anstalt and he was a guest of the Kredit anstalt.

> (at this ppint, play back of this dates original questions were put to ilr. Ilgner)

- Q. Was there any mention of Mr. Rotschild in my first question to you in regard to the ownership of the Kredit Anstalt?
- A. (Ilgner) No sir. It was later.
- Q. Then why did you not tell us about the Belgium owners the first time?
- A. Because you asked me who owned the Kredit Anschtalt and owning to my knowledge means who has a majority of interest in a company. I don't remember that the Belgian group was the deciding group. I really do not know in my imagination, that the Eredit Anstalt was owned more or less in the market. (von Schnitzler) What I think he may be trying to say is that what was publicly known was that the Rotschild interests had a very large interest in the Aredit Anstalt Bank of Vienna, even under Schussnig.

(page 3 of original)

It was publicly known that the Aredit Anstalt Bank ran into financial difficulties and that in order to prevent the crash, Rotschild gave up his own real estate and landed interests and Schussnig was repreached for allowing Rotschild to do so. I am not certain of all the details of the transaction, but what I have just said is public information, except for the part regarding Rotschild's personal sacrifice. (Higner) I want to explain how it was possible that I was not informed that the Rotschild group was the deciding owner of the Kredit Anstalt. I nover had any information as to who were the owners of the Kredit Anstalt. When I met the "redit Anstalt the first time I bolieve being in the year 1932 together with Wilhelm Roth, he told me about the Skoda Wetzler works idea. I met a member of the board who was Hofrat. He was Jewish gentleman, together with another man whom I don't remember. But this was only a short visit. Then, I did not see the Aredit Anstalt before 1933 and in the meantime, I was mostly, as a matter of fact outside of Germany. I was in East Asia, then travelled to South America and other continents. In the meantime between 1932 and 1938, I was not in Austria. I was not in particular contact with Austria and when I came the first time to Austria in 1958, the question of whether I.G. was to get the allowance or permit to acquire the Skoda Forks was not granted. So that I had nothing particular to do at this time, neither with the "redit Anstalt or the others, as I was for the reasons stated in Vienna. Because f the troubles we had with the party and then later on the negotiations with the Kredit Anstalt, negotiations had been carried through by Fischer, Gattineau and tersin, I believe, in contact with the chemical dept. And then after the shares of the

Skeda Works were bought, it was agreed that the new company the Donau Chemie in which the Skeda Works was merged, should have the Kredit Anstalt as the leading banking contact. A representative of the Kredit Anstalt, Mr. Pfeifer was invited to enter the board of the Donau Chemie, and I was asked to enter the board of the Kredit Anstalt, when I came for the first time to a board meeting of the Kredit Anstalt. I met already representatives of the Reichs Aredit

- of the Kredit Anstalt, I met already representatives of the Reichs Aredit II. Gosellschaft and the Deutschef Bank, and in this way found proof of what I had heard before, that the Reichs Kredit Gesellschaft and Deutscher Banks had entered the Kredit Anstalt. I can swear I don't know more. It may sound ridiculous, but I den't know. And I can certainly state that never in the board moetings of the Kredit Anstalt, when I was present, was there any talk about who acquired from whom?
 - Q. What one person invited you to join the board?
- II. A. I believe it was Mr. Fighbergk Later, a letter must have been sent to my office and my secretary should be letter. I was
- sent to my office and my secretary showed me the letter. I was

 II. ill at that time. I believe it a letter written by Mr. Fischbergk

 who, well, I am not sure of this, but I think it was sent to my office, but I was not definately sure.
 - Q. Do you remember seeing the letter?
 - A. I can only say what I remember. I think it was reported orally to me by my assistants or by my secretary.
 - Q. How did they report it to you? Did they read it to you?
 - A. I think I was asked to enter the board of the Kredit Anschtalt, and I think I said then they must ask the permission of Dr. Schmitz, as nobedy was allowed to enter the board of another company without the consent of the President, Mr. Schmitz, and I got the information that Mr. Schmitz had agreed.
 - Q. Did you speak to Mr. Schmitz about this?
 - A. I think later on, when I came back. Yes.
 - Q. Did you have any idea that the Eredit Anstalt was partly Jowish owned?
 - A. (Ilgnor) Yos, it was partly Jovish.
 - Q. Did you ever inquire or find out what happened in regard to the cowish shareholders of the firm?
 - h. No.

I have read the record of this interrogation and swear that the answers therein given by me to the questions of Mr. Weissbrodt and Mr. Dovine are true.

M. ILGHER (Signature)

vs.

40

(signed) G. von Schnitzler."

In this interrogation Dr. Ilgner was principally being questioned.

I assisted principally by translating or summarizing for him at one or

(signed) G v Schnitzler

(3

two points. However, the answers I gave still appear to me to be true and correct to the best of my knowledge and belief.

7. On 8 August 1945, I signed a one page record of an interrogation concerning the Skoda-Wetzler company, the text of which follows:

- "Q. What was the importance of the Skoda Wetzler Works to I.G.?
- A. It was the only factory producing chemicals in Austria. It made such ordinary chemicals as acetic acid, bleaching powder for cleaning oil, super-phosphates and carbido.
- Q. So, in acquiring Skoda Wetzler Works, I.G. controlled the chemical industry in Austria.
- A. Yes. It must be explained that the Dynamit Pressburg which was a subsidiary of Dynamit Troisdorf, which in turn was controlled by I.G., also had an interest in the chemical industry of Austria. However, Donau Chemic was a one hundred percent I.G. concern, and Dynamite turned over two of its factories to the Donau Chemic, and as a result, Dynamite interests in the chemical field of Austria became very small.
- Q. From whom did I.G. acquire the Shoda hetzler Works?
- A. It acquired them from the Vienna Bredit Anstalt Bank.
- Q. Now, prior to the Anschluss, who had the controlling interest in the "redit Anstalt Bank?
- A. The Rothschilds were the decisive influence in the bank. I don't know whether or not they owned more than 50% however, because a lot of shares were bearer shares on the market.
- Q. How did the Deutche Bank and the German Kredit Anstalt Bank acquire the Rothschild interest in the Kredit Anstalt?
- A. That I don't know.
- Q. Have you any thoughts on the Subject?
- A. Yes.

85

- Q. Do you think that the Mazi Government confiscated the Rothschild interest in the Bank?
- A. I presume that is so.
- Q. Do you think that the Deutsche Bank and the Reichs Kredit Anstalt Bank then purchased it or acquired it by some way or in some manner from the Nazi govt.?
- A. Yes, I think so. From whom else could they have gotten it? I conclude from this that I.G. acquired the Skeda Wetzler Works from the Deutsche Bank and the Reichs Kredit Astalt Bank, which

had acquired the Skoda Notzler Torks by participating with the "azi Government, in a theft of the property.

I have read the record of this interrogation and swear that the answers therein given by me to the questions of Mr. Weissbrodt and Mr. Devine are true.

G. von Schnitzler Signature

Vorstandsmitglied I.G. Farbenindustrie Aktiengesellschaft (Position in I.G.Farben)

The answers I gave in this record of interrogation still appear to me to be entirely true and correct to the best of my knowledge and belief, except that I now desire to make the following additions or corrections:

- (a) In the first line "acotic acid" should be "sulphuric acid".
- (b) In the last answer I subscribed to the statement that the Roichs "redit Gesellschaft and the Deutsche Bank "had acquired the Skoda Motzler Lorks by participating with the Mazi government in, a theft of the property". I intended to discuss the conclusion expressed in the word "theft" with the American investigators with a view to correcting this conclusion, but I forgot to revert to it thereafter. I knew, of course, that Lowis Rothschild had been president of the Osterreichische Kredit Anstalt, that the Rothschilds were closely Osterreichische
- vS. connected with the Astreichische Kredit Anstalt, and that Jewish interests in Austrian economy were eliminated by the sazi government as they had been in German economy. Moreover, I know that the Osterreichische Aredit Anstalt had the controlling interest in the Skoda Metzler Company. However, I did not know and do not know any details concerning how the new management of the Osterreichische Kredit Anstalt was changed by the Mazi government, the Deutsche Bank or the Reichs Aredit Gesellschaft. Thether or to what extent the Rothschilds were compensated, I do not know even now. Therefore, it was an error for me to subscribe

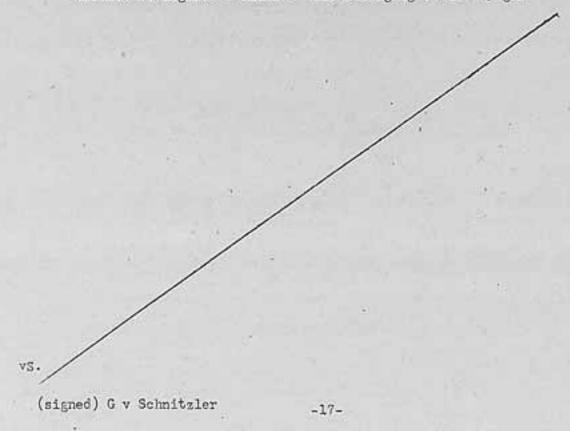
(signed) G v Schnitzler

(40)

to the conclusion that the transaction was a theft. Moreover, in acquiring Skeda-Wetzler, I.G. dealt directly with the Osterreichische Wredit Anstalt after the new management had been established and I.G. had nothing to do with changing the management. If a German concern had refused to do business with any firm where Jewish shares had been taken away, it usually could have done no business at all. I.G. actually paid relatively more in acquiring Skoda-Wetzler than the amount for which the Osterreichische Kredit Anstalt had offered to sell to I.G. before the Anschluss.

8. On 5 July 1945, I made a statement entitled "Short statement re acquisition of Aussig-Falkenau", the text of which follows:

"Then it became evident that the Sudetenland would be turned over to Germany in the autumn days of 1938, I.G. approached the Reichswirtschaftsministerium with the proposal that Dr. Augler should be appointed commissioner for the two factories of Aussig and Falkonau - including their three affiliated lignite - mines - all belonging to the Prager



Versin. The reason for this notice was the following. It had penetrated that party-circles behind which kenrad
Henlein, the party-lander of HSDAP in Sudetenland was
supposed to stand, felt the strong desire to terminate such
a commissioner on their own account to be taken from their
own confidential men.

Incidentally this later on proved to be a man whose relations to the party were not at all as intimate as it seemed to be at first sight - it was Dr. Brunner, Falkenau, a director of the Prager Verein, who in the first line was a mining engineer and had very little knowledge of chemistry, Still the support for him was strong enough that in the first move he and Kugler were nominated joint commissioners. But Brunner acted, as far as I can recollect, only a very short time. Konrad Henlein seemed to have refused him his agreement and as nobody had objected to Dr. Kugler the latter one remained the only commissioner. - Independently of this action Chemische Pabrik von Heyden in Dresden, Radebeul, had succeeded in getting a first claim from Reichswirtschaftsministerium to negotiate with the Prager Verein about the acquisition of the two worls and through Dresdner Bank, which on the one hand had a great influence on v. Heyden, two directors of Dresdner Bank being members of the Aufsichtsrat of v. Heyden, and on the other hand was on very friendly terms with the Zivnostenka Banka, Prag, which practically controlled the Prager Verein - a cortain connection between Dresden and Prag had yet been established. Then I came to see the man in charge of the Chemical Dept. of Reichswirtschaftsministerium, Mr. Neubert, he only could give me the suggestion to take up the matter with v. Heyden.

Thus together with Dr. ter Heer I did approach
Mr. Jungel, Chairman of the Verstand of v. Heyden, and made
him the proposal that v. Meyden - I.G. should jointly acquire
the two factories taking them over in the only fair partnership of 50:50 and that the new company to be created should
let on lease the dyestuff-department to I.G. on a long termed
lease.

(page 2 of original)

On this general line an agreement was in a short time reached which, of course, took any months to bring into the appropriate legal form. But already on November 7th Dr. Basch, chairman of the board of directors of Verein and Dr. Dovrazek, general director of Zivno-Bank came to Berlin to negotiate with the group I.G./v. Heyden the sale of the two works, the Dresdner Bank acting as friendly intermediary and at the same time as host.

Solder a great international accommic agreement containing so many clauses and covering so many domains has been concluded so speedily as this. In one day the agreement in principle was reached and the lump sum was fixed. In the thirty following days all clauses were prepared and in another 2 days negetiations in Berlin about December 7th, the agreement and all its by-laws were signed. The works were acquired on a basis which provided for a payment of 1 crown techeque for every crown of turnover made by the

This turnover should only include the business two works. made in Gormany and Sudetenland which in round figures was evaluated at some 200 million erewn p.m., the remaining 100 million which mainly consisted of business made in the remaining Tschecho-Slovakia - the so-called second republic should remain with the Vorein. The Verein reserved himself the right to continue this business - or from his remaining works in Htuschau, Handlown and Nowaky and/or to buy the necessary products from Aussig and Falkonau - at economic prices as long as his own remaining and the proposed new factorios were not yet capable to take over that business out of their own production. - Tegether with land and mines the total solling price was handled out at 280 million crowns today which corresponded at the rate of 10:1 to 28 million marks, at the rate of 8:1 to 22,4 million Marks. To this question of exchange I shall revert again in a more particular statement.

The Verein, of which, as said before, the majority was pooled at the Zivno-Bank, the Bank itself and their friends owing about 45 - 40 % and Solvays 6 - 8 % had a large range of products, and this range should be kept up, not-withstanding that the 2 maln works were being sold out. The Verein furthermore should not suffer in its independency by being cut off from these two works.

Not only should the Verein be entitled to rebuild new factories corresponding to Aussig and Falkenau in his own country, but Aussig and Falkenau had for several years to give the Verein an efficient help and protect the Verein's business.

(page 3 of original)

In a by-law I.G. and Verein signed jointly a decument providing for the continuance of their close and friendly relations.

This latter agreement was being uninterruptedly executed up to the very last menths. The undersigned once together with Dr. Ilgner and a second time furthermore accompanied by Weber-Andreae v. Heider and Eugler visited Prag in November 1940 and in February 1943 and last time a final agreement was reached. -

The discussions both times had a purely economic basis - minutes in Frankfurt available.

July 5th, 1945.

signed: G. von Schnitzler.

PS. The main interest of I.O. in the whole problem was the dyestuff-question. I.G. could not and would not let the factory of Aussig go over to a third party which would be acquiring it win a strong foothold in this domain."

This statement still appears to me to be true and correct to the best of my knowledge and belief, except that:

- (a) In paragraph one of page one, tenth line, there is a typographical error "to terminate" should be "to dolegate".
- (b) In paragraph two, page one, next to last line, "Mr. Neubert" should be "Mr. Mulert".
- (c) On page two, third paragraph, third line, "owing about" should be "owning about". The typist misread my longhand writing and hence made the above errors in typing the statement.
- (d) Concerning the postscript on page three, I think this the most interesting part in that it shows that I.G.'s main interest was in the dyestuff question. As soon as the Aussig dyestuff plant became a part of the German economic sphere, I.G. become active to control the Aussig-Falkenau plant because it did not want a dyestuff competitor in the German economic sphere, having always controlled dyestuff production in Germany.
- 6. On 14 September 1945, I signed a two page statement entitled "Short statement re personalities having handled the transactions Boruta and Aussig-Falkenau", the text of which follows:

"The Boruta was sold to I.G. by Troubendstelle Ost, Head of Troubandstelle Ost was Mr. Linkler, former mayor of a town in the Prussian Province Posen, I believe it was GRIFFF or Bromberg, which became Polish in 1919. - Hr. Winkler acted under Bruning and Strosemann as financial expert for Gorman banking interests in Holland, Poland a-s-c. Later on he also became trustee for state-owned companies in Germany. - In connection with the Boruta-transaction I saw him only once, when Dr. Herle, the head of the industrial department of Troubandstelle and I jointly presented the case to him.

Dr. Herle, formerly Geschäftsfuchrer of Reichsverband der Deutschen Industrie had been dismissed from his post in 1933 and replaced by Dr. Güth. Dr. Herle later on became connected with Vasag.

Both men and their subordinates whose names I have forgotten acted as trustees of the Reich and tried to get the best possible price. On the other hand I.G. had no interest in cutting the price down as I.G. feared nothing more as to be represented for having deliberately made a bargain.

(signed) G v Schnitzler

vS.

Mr. Groifelt was the head of the Amt für Befestigung des Deutschen Volkstums. - As Lodz and Zgierz, the latter being practically a suburb of Lodz were incorporated in the so-called 'arthegau the Amt für Befestigung had to give its approval to every transfer of real estate property including all factories.

There were two competitors in the field, favoured with strong party-relations, in order to evince them, it was necessary to explain to Greifelt personally, that a dyestuff-factory could only be run by experts and that these experts only were to be found with I.G. No greasing the palm with all the 3 men took place.

About the two directors of Bresdner Bank who became active in the purchase of Aussig-Falkenau the following can be said. Mr. Rasche came from a smaller bank in Rhinoland-Westfalia and was considered to be closely attached to Mr. Keppler and his circle. He had not to deal in particular with the case of Aussig-Falkenau - but only in a general way with the relations to Zirnestenka-Banks and probably to other banks as well.

Mr. Zinsser on the contrary came from the very bettem of Drosdner Bank and had made his career solely by his intelligence and his industry.

(page 2 of original)

Though relatively young he plaid a prominent roll on the board of supervision of Chemische Fabrik v Hoyden and enjoyed the full confidence of Mr. Jungel, chairman of v. Heyden.

"ith both mon "grossing" was out of question.

Frankfurt, Sept. 14th 1945. (signed) G. von Schnitzler."

This statement still appears to me to be entirely true and correct to

the best of my knowledge and belief, except that there is a typographical error in the first line of page two where "he plaid" should be "he played".

7. On 11 September 1945, I signed a one page statement entitled "Statement re. Aussig-Falkenau and Boruta", the text of which follows :

"The officials of the German Government, who authorised the acquisition of Aussig-Falkennu have been:

Staatssekretär Brinkmann
gotten erazy in the mean-time
Hinisterialdirekter Schlotterer
Hinisterialdirigent Hulert)
Oberregierungsrat Hoffmann) department "Chemie"
all of Reichswirtschaftsministerium.

The directors of Dresdner Bank, having dealt with the question, have been:

(signed) G v Schnitzler

vS.

Mr. Rasche
" Zinsser (member of the Board of supervision of Chemische von Heyden).

The negotiators for Verein have been

Mr. Basch, Generaldirektor of "Verein"
" Dverazek, " Zivnostenka Banka.

The authority for the acquisition of Boruta has been given by Reichswirtschaftsministerium:

Hinisterialdirektor Schlotterer -inisterialdirigent Mulort Oberregierungsrat Hoffmann

by Trouhandstelle Ost, who negotiated for the government

Dr. Minkler, head of Troubandstelle
Dr. Herle, " "industrial department of
Troubandstelle

by "Amt für Befestigung des Deutschen Volkstums"

Frankfurt, Sept. 11th, 1945.

(signed) G. von Schnitzlor."

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief.

- 11. On 8 August 1945, I signed a two page record of interrogation concerning the Aussig-Falkenau Company, the text of which follows :
 - "Q. Prior to the German occupation of the Sudetenland, who owned the Aussig-Falkenau?
 - A. The se-called Aussiger or Prager Verein.
 - 4. What was the Prager Verein?
 - A. This is one of the oldest chemical establishments practically as old as the great methor companies of I.G.
 - Q. Can you give us some idea of the ownership of this company?
 - A. The Prager Verein is controlled by a majority group of the Zivnosdenka Bank and Solvey, the Belgium group, and they had together about 54 percent exmership.
 - Q. Did I.G. have an interest in this concern?
- A. Formerly, no. We bought later a certain amount of shares, a vs. little ASSS than two percent.

COPY OF DOCUMENT NO. NI - 5194 CONT'D

- Q. When did you buy them?
- A. We started to buy after the agreement.
- Q. About what date was this?
- A. In the year 1939.
- Q. Now, when the German troops occupied Sudetenland what happened to the Aussig-Falkenau?
- A. There were two commissars, Dr. Kugler of I.G., and Herr Brunner.
- Q. When dd I.G. begin negotiations with the Prager Verein for the purchase of the Aussig-Falkenau?
- A. The seventh of November, 1938.
- Q. How were negotiations for the purchase of the Aussig-Falkenau factories from the Prager Verein begun?
- A. The negotiations were made through the Dresdner Bank represented by Resche and Zinser.
 - Q. Was the Pragor-Versin informed that it would have to sell the property?
 - A. Yos. The Dresdner Bank insisted that the Zivnesdenka Bank exercise its controlling influence in the Prager-Verein, to get the Prager-Verein to sell the Aussig-Falkenau.
 - Q. That interest did the "resdner Bank have in the transaction?
- A. The Presdner Bank is in close relations with the Chemische Von WS. Heyden and Mr. Zins&r is on the Aufsichsrat of Chemische Von Meyden, and Chemische Von Meyden received first claim from the Mazi government to deal with the Prager-Verein.
 - Q. So that, in effect you would say that the Zivnesdenka Bank was compelled to exercise its controlling influence in the Prager-Verein to get the Prager-Verein to sell the Aussig-Falkenau?

(page 2 of original)

- A. I would rather say "induced".
- Q. Now, how do you distinguish between inducing and compelling?
- A. The Dresdner Bank convinced the Zivnesdenka Bank that they could not handle or manage two factories which were in wholely German territory.
- Q. If the Zivnosdenka Bank had refused to do what the Dresdner Bank convinced it to do, what measures would have been taken?
- A. It would be difficult for me to say but no doubt the German government would have sequestered the property and installed commissars to manage it on a permanent basis.
- Q. Lore the Aussig-Falkenau faptories important chemical and dyestuffs producers?

- A. Yes, I would say so.
- Q. Con you give us some estimate of their size?
- A. At the time when we bought the works, they had a turnover of about two hundred million crowns in Sudetenlind and one hundred million crowns in the remaining Czechoslovakian territory. The textile industry was mostly in the German part. In the Czechoslovakian part was the socialled chemical and heavy industry.
 - Q. In regard to the dyestuffs industry what agreement was made between Chemische Von Heyden and I.G.?
 - A. We acquired the works jointly on a fifty-fifty basis, and then the newly formed fifty-fifty-basis company Chemische Von Heyden leased the dyestuffs factories to I.G.

"I have read the record of this interrogation and swear that the answers therein given by me to the questions of Ar. Weissbrodt and Mr. Devine are true".

G. von Schnitzlor Signature

The statements recorded in this record of interrogation still appear to

me to be entirely true and correct to the best of my knowledge and belief.
vS. In my last answer the three words "Chemische von Heyden" should be stricken.
12. On 12 August 1945, I signed a one page statement "To the

attention of Mr. Moisbrodt", entitled "Additional statement re Aussig and Mola", the text of which follows:

"1.) It might be interesting to know new I.G. has acquired the shares of the "Verein" of which I reported in the hearing re Aussig-Falkenau.

Shareholders of the Verein residing in the Sudetenland had objected to the Reichswirtschafts-Ministerium that their interests could be damaged insofar as Verein eventually sould or would not be transferrable. Thus Reichswirtschafts-Ministerium decided that v. Mayden and I.G. had to exchange eventual shares of Verein belonging to such people against shares of v. Mayden or I.G. at a fixed relation I can't recollect any more in its value. Nearly all Sudetendentsche shareholders who made use of this authorisation did choose I.G. shares, only a small amount was exchanged against shares of v. Mayden. As v. Mayden had no interest to keep these few shares of "Verein", I.G. took over the whole block. Those together with small amounts bought by Dresdner Bank made together less than 2% of the Prager Verein.

2.) Woln.

0

I must correct former statements as far as the plant of Wola is concerned. This plant was not taken over by I.G. in the Boruta settlement, but being situated in the oneral Gouvernment this latter at the end of 1943 sold it to a competitor unknown to me. Of pourse the liquid assets and

the limbilities had been dealt with beforehand by the "Kemmissare". How far raw materials and equipment have been taken over by Boruta, I am unable to say. Mr. Schwab will know all the details.

...... 12, 1945.

signed: G. von Schnitzler."

Feould or would not pay a dividend or that this dividend "

This statement still appears to me to be entirely true and correct to the

best of my knowledge and belief. The insert mark " - " should have been invS. serted three lines higher after the word "eventually".

13. On 19 August 1945, I signed a two page statement entitled "Statement

re Prager Verein, the text of which follows :

"In the following I try to recollect the happenings of the summer of 1938 which preceded the annex of the Sudotenland.

The recollection creates a certain difficulty, because my memory of them is completely overshadowed by the negotiations regarding the acquisition of Aussig and Falkenau.

It had been for years customary that the eartel-meetings of the so-called 4 party eartel were held at the following dates:

March: P-ris - 3 party-cartel
London - 4 party-cartel
June: Basle
September: Paris
Docomber: Frankfurt.

Thus, I am cortain, that in June 1938 we met in Basle and I am also certain, that the question of the relations to the Ferein were on the minutes, Also I believe that as an amount to the cartel-meeting we had a meeting - the last one - of the 3 party-cartel with the management of the Ferein. However it was, in the menth of June 1938 in Just there could not be any question of talking about plans, which only much later materialized. - The relations to the Verein at that time were absolutely normal. In July only the crisis about the Sudetenland which glormed under the surface, became neute and it became evident that Hitler planned for the annex of Sudetenland. Shortly afterwards the British government sent Lard Runeiman to Czecho-Slowskia to study the conditions existing there and to prepare a compremissary solution.

Since then it was inevitable that the future of the two factories in Aussig and Falkenau being situated in an entirely German territory become a problem and the standpoint inside the management of I.G. was, that if ever a change in the political status should happen, I.G. must take an interest in those two factories as the importance of the dyestuff-factory in Aussig being closely connected with the rest of the factory commanded, that not a third party could get the central over it.

It sould not be foreseen, what the issue of the political negotiations would be, thus definite plans could not be fixed. -

(signed) G v Schnitzler

I.G.'s first interest was to acquire a first right of refusal in the case Aussig would come into German hands, that she was entitled to deal about the question of the future of these factories whatever might happen. In this order of ideas as a first step the proposition has been made, that Dr. Wurster for the technical and Dr. Kugler for the commercial side should be appointed as

(page 2 of original)

"Hommissars", who should take over the management of the two
factories as soon as the territorial question was solved. In the
meantime the "Sudetendeutsche Partei" had been active in Jerlin
and at the end of "optember I was informed by Dr. Hullert, that in
Reichenberg one had the desire that at least one of the K mmissars
should be a "Sudetendeutscher". A young employee of M. 7, whose
name I den't remember, but who is known to Dr. Kugler, brought a
Dr. Richter from Reichenberg to us in the Hotel Adlen and there we
get the news that the candidate of the Sudetendeutsche Partei in
Reichenberg was a Dr. Brunter, technical director of the Verein's
factory in Falkenau. Alt. uph we did not know Dr. Brunner, we had
no reason to oppose to his candidature and the issue was that the
ministry appointed Dr. Kugler and Dr. Brunner jointly as Kemmissare.
Dr. Brunner of course acted only a very short time, there came a
strong apposition against him out of the works in Falkenau and he
was compelled to resign as Kommissar. - Later on the Chamische
Worke Aussig-Falkenau took him over to Aussig as head of the mines
as by profession he was an engineer.

Apart of the question of the nomination of the "Kommissare" it was taken up with the "cichswirtschafts-Ministerium under what conditions and with whom I.G. could take up negotiations for the acquisition of the two factories - always under the heading, that I.G. alone was able to run the dyestuff-factory and that this dyestuff-factory was interconnected in such a way with the rest of the Aussig works that a separation was impossible. We learned vs. from Hr. Higher that Chemische v. Hoyden had succeeded in getting the first claim to such negotiations and that we had to address curselves to them. "-

That followed afterwards is known by former statements and interrogations.

Frankfurt, Aug. 19th 1945.

(signed) G. von Schnitzler."

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief

14. I have carefully road each of the 27 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my swm hundwriting and initialled each correction in the margin of the page. I declare herewith under

oath that I have stated the full truth to the best of my knowledge and belief.

(signed) Georg von Schnitzler

Sworn to and signed before me this 10th day of March 1947, at the Palace of Justice in Murnberg, Germany, by Georg von Schnitzler, known to me to be the person making the above affidavit.

(signed) Drexel A, Sprecher DEXEL A, Sprecher

U. S. Civilian, Attorney, AGC Po. 473307 Office of Chief of Counsel for War Crimes

GE TIFICATE

I. Expla E. UlsExall; AGO D 150096, hereby certify that the above is a true and correct copy of document So. NI 5194, the original of which is in the English language.

Dated: 26 February 1947

Ex.A E. UIEL ALL U.S. Civ. D 150096

E.D

AFFIDAVIT

- I, GEORG VON SCHNITZLER, member of the Vorstand of I. G. Farbenindustrie from 1925 until 1945, after having been warned that I vill be
 liable to punishment for making a false statement herevith state the Colleging under oath of my own free will and without coercion.
- 1. In the first four paragraphs of my affidavit of 4 March 1947, which I swore to before representatives of the Office of Chief of Counsel for Mar Grimes, I have stated the true circumstances unfor which I gave information, by means of statements and interrogations, concerning the I. G. Farbenindustrie and other matters to Allice investigators in 1945. These four paragraphs should also be considered as an introduction to this affidavit. Below I consider further statements or into regations which I subscribed to during 1945, and which I have been shown and which I have re-read between 16 February 1947 and the present time. When I subscribed to these statements or interrogations in 1945, the matters to which I subscribed were true to the best of my knowledge and belief at that time. The errors I now find after re-reading these documents are set forth below after the text of the respective statement or intervogation.
- 2. On 12 July 1945, I wrote up in longhand a four page statement concerning Francolor entitled "Statement to the different questions July 9th - Second part," the text of which follows:
 - "1) Francolor
 - (1) date of accuisition of shares

The French Law authorising the Foundation of Francolor has been published December 16th 1941 (Journal official). This data although can be regarded as the date of acquisition of shares. The I.G. shares having been given as countervalue to the French group are carrying coupons beginning with the years 1942.

- 2) The basic conditions are
 - a) definite and eternal peace between French and German dyestuffindustries - settling all differences from I. world war, Euhroccupation and second war;

- b) full occupation of French dyestuff industrie as soon as normal conditions are restored; 7000 t of dyestuffe a year;
- c) I.G. grants technical help to a large entent without countervalue;
- d) Francolor normally will only export to neighbouring countries i.e. Belgium, Spain, Fortugal and Germany (to Germany through the channels of I.F.) eventual other export countries later on to be discussed. I.G. only exports to France products of the domain of drestuffs, which Francolor does not manufacture at all or not in sufficient cuantities;
- e) products which up to nor have been nanufactured in the factories brought into Francolor and which do not full under the domain of dyestuffs (means dyestuffs properly spoken, intermediates for dyestuffs and auxiliary products in connection with dyeing a.s.o. remain with Francolor but are sold by the so-called mother-houses, Kuhlmann, St. Denim, St. Clair-du-Thone;
- f) so-called "new products, that means-products on one hand not falling under the domain-dyestuffs" and on the other hand not yet having been fabricated by the mother-houses in the Francolorfactories can only be taken up after the Conseil d'Administration has given its consent with a majority of 2/3;
- g) participation in the capital;
 I.G. 51%
 French group 49%
 both sides: 4 administrateurs each.

(Page 2 of typewritten copy)

The president has always to be French, can only be taken from the French list with the consent of the French government. As the French law provides that no decision can be taken against the voice of the President the participation of

51% I.G. and 49% French group

practicall means parity.

If for instance I.G. would have tried to bring a decision through against the Presidents opinion, the latter would have resigned, a new President would have to be found and the consent of the covernment would have to be requested.

Thus the eventual endeavours to overrule the French group from the very beginning was excluded. The first Conseil d'Administration consisted of

French side:

Joseph Frosserd, President G. von Schnitzler
René Duchemin F. tor Meer
Georges Thesmar H. Maibel
Georges Despret C. Ambros

h) The capital was fixed at 800 Hill. Frs. This amount corresponded to the evaluation of the fixed assets which were taken over at such a high price that Kuhlmann for instance had to put some

100 million francs into an extra-reserve created in connection with the Francolor-transaction.

The resp. plants and equipments at Kuhlmann having been tritten off before.

The current assets were being taken over at the cost-prices of 1939 with an addition of something between 30 and 40% oring to the depreciation of the franc and the higher general index.

- I.G. shares were accounted at the approximate rate of July 1939, i.e. 160;
- k) a technical and a commercial committee had been consituted. Both had to do the preparatory work for the decisions to be taken by the Conseil d'Administration.
- 3) No Reichskommissar was appointed.
 The French group approached I.G. in November 1940 for the first time in Viesbaden through the Commission of armistice.
 The negotiations then were conducted in an purely private way.
 Only twice representatives of both governments were present.
 The first day in Viesbaden and at the decisive day, when the agreement in principle has been reached in Faris in March 1941.
- 4) To the question of "sponsoring" (Statement of July 10th) I would like to add to my statement that I have given a description of the happenings as correct as possible, in datails a mistake might have arisen, as so many years have passed, but this mistake can only be of minor importance.

July 12th 1945

(sgnd.) G. von Schnitzler"

This statement still appears to me to be true and correct to the best of my knowledge and belief, except that in paragraph (h), page 2, I wrote "some 100 million francs" but I reant to say "several bundred million francs."

- 3. On 30 August 1945, I signed a one page statement to German-French relations, the text of which follows:
- "Under the armistice and based upon the "slogan" of collaboration vS and intercourse between the German and French industries had developed, which practically included the "hole French industry.

In the chemical domain it was only Pochiney, the factories and water-ower stations of which were in the inoccupied part of France, which showed a more refractory attitude.

All the other compenies did cooperate in full, but even of Fechiney I was informed, that at one of the last nonthly dinners, which took place between representatives of the German authorities and industrialists on one and the corresponding French ones on the other side, a representative of Pichiner was present. As another example I may cute the name of H. Harcel Boussac, the greatest industrialist in the textile field. Fis

works were occupied to a large extent for direct or indirect orders of the Wehrmacht, and he himself was frequently with German representatives at lunchoon- and dinner parties. The same applies, as far as I can judge it, to the iron- and steel-industry, and the mork done by Schneider-Grousot for the Tehrwecht is publically known. - as another example of this collaboration the following might be of interest:

In the summer of 1942 the International Chamber of Commerce showed a new activity. Under the presidency of hr. Boggs, a high ranking Swedish judge the "Court arbitral" at the Chamber in Paris was newly put in function. - As Vice-presidents were designated H. Albert Buisson, Paris, formerly undersecretary of state and now "President de Couseil" of Rhone-Poulenc and myself. M. Buisson as well as I, we both accepted the invitation of Mr. Edström, the Swedish president of the Chamber and acted jointly twice or three times for the settlement of certain cases, which of course were entirely prepared beforehand.

Frankfurt, Aug. 30th, 45.

(signed) G. von Schnitzler."

This statement still appears to me to be true and correct to the book of my knowledge and belief.

- 4. On 19 July 1945, I signed a four page record of interrogation concerning Winnica, I.G. Chemie, and General Aniline and Film (G.F), the text of which follows:
- "Q. Before the Pazi occupation of Poland the Cinnica?
- A. The Tinnica was owned 50% by the French group and 50% by the I.C.Chemie Busic. We turned these 50% over to them. If the I.G.Chemie had turned them over to another firm, I don't know. 's controlled practically the other half from the business standpoint.
- Q. Then was the Vinnica founded?
- A. About 1931 or 1932.
- Q. Here you in charge of the negotiations in regard to the 'immica?
- A. Yes, between the French. We financed our half of the capital mostly by the way of intermediates we supplied to the Tinnica.
- Q. In 1931 or 1932 I.G. was anxious to penetrate the Polish (y stuff Industry? Is that right?
- A. No, the idea came from the French. The French had built up a substantial business in Poland. They looked for a footbold in Poland. It was Prossard who bought this soap factory, and that was the beginning.
- Q. Is it not true that I.G. urged Kuhlmann to form this Limnica as a French comvS pany because I.G. did not want the Polish government to know that I.G. was entering the Polish dyestuff field?

- A. The could not erect a factory in Edand for our own. The had in Poland no vS "New Terlassungsrecht" right of settlement. It was convenient for us that the French who had the right of settlement did it 50:50. The could not enter directly.
- o. Then you approached Kuhlman and said to Kuhlmann: Su more you build a now French company in Poland because you have the right. Is that right?
- A. It is just like when two young people approach each other. It is very difficult to say.
- Q. It was easier for I.G. to have the French enter?
- A. Yes.
- Q. And your negotiations with the French were with Mr. Prosser??
- A. Exactly, the same man.
- Q. 50% of the ownership of Winnica was openly beld by Kuhlmann?
- A. Yes.
- Q. The other 50% was held openly by I.C. Basle? Is that right?
- A. I think they were not openly held. Kuhlmann held openly a 100%.
- C. Openly Kuhlmann held a 100% interest?
- A. It was only a French-Polish board and the Poles were the Cuinea-pigs.
- C. Not, in fact, 50% of the 'innica "as secretly held by I. . Dasle?
- A. Yes, I.G. Chemie had it on its own risk. I can tell you what of that time I said to the men of I.G. Chemie: "Daran sollen Sie kein Gold verhieren"

(Page 2 of the original)

- o. Who put up the money for the stock secretly held by I. G. Chemie?
- A. We, later on I.G. Chemie.
- Q. You paid partly in money and partly in goods for the Winnica shares?
- A. Yes.
- C. But in fact I.G. Chemie paid nothing for the 50% of the shares of the "innica?
- A. Originally no.
- Q. Where were the shares held by I.G. Chemie?
- A. They were for a long time in Paris with Kuhlmann. Later on they were turned over to Basel. I think for a very long time Kuhlmann held the shares and they were not given to Basel.
- q. When the Francolor arrangement was consummated I.G. Chemic had not yet received part of the shares.

- A. Originally it is correct to say that the shares were actually owned by I.G. Farben through I.G. Chemie.
- Q. They were deposited with Kuhlmann?
- A. Right.
- C. And later on most of the shares mere deposited with I.G. Chomic in Basel?
- A. I think I.G. Chemie never had all the shares on deposit.
- O. At the time of the Francolor arrangement Kuhlmenn still held on deposit part of the shares?
- A. So it is in my recollection.
- c. After the Francolor agreement did I.G. Farben openly take over 100% of the shares?
- A. Yos, practically.
- Q. The liquidated the company?
- A. I.G. Ferben.
- C. In the course of the Francolor transaction you liquidated the Tinnica as a dyestuff company?
- A. Yos.
- C. The owned I.G. Chemie?
- A. You must ask mostly Mr. Schmitz. I.C. Chamie is to a very large extenterned by an American company. The Conoral anthine Corp.
- O. Who is the beneficial owner of I.G. Chemis and General Amilian Co.?
- A. They between themselves.
 - Q. That is I.G.'s relationship with Sturzenescor?
 - 1. Thereupon we have statements. Schmitz has given a declaration.
 - C. The is the beneficial owner of the firm of Sturzenegger?

(Page 3 of the original)

- A. That is only known to Mr. Schmite. We don't know. We forced him: "If you don't make an appropriate declaration to must separate from you. We must tell the American gentlemen, you will never allow us to look into the inner construction of the company." It was a small circle of personalities who were around Schmitz.
- Q. Then did I.C. ostensibly sever its interest in I.G. Chemie?
- A. We sold our American interest to the I.C. Chemie.
- Q. When?

- A. In 1939
- C. How much was your interest in General Aniline Co.?
- A. 100%. At first 50% with Grasselli, then it was taken over by Dupont. For a certain time we were 100%.
- The of Farben officials participated in negotiations for the possible sale of General Aniline and Film Corp. in fall 1940?
- A. There were no negotiations, that was a talk?
- O. The were the people who were talking with Howard of Standard Cil about the possible sale?
- A. Present vera: von Knieriem, ter Meer, I.
- C. Did you hear the talk?
- A. I did not hear it. I heard it at a social talk. The always sought to find a suitable American who could be interested in General Amilian & Film Corp. I can't tell you who made the suggestion. I don't know whether Schmitz was present.
 - Q. And how was it proposed that Standard Oil should acquire it: interest in General Aniline?
- A. I.G. would buy an oil interest in Grossdeutschland which eventually could be turned over to Standard Cil--after the var. "a would have exercised the option. Not really an option, it was a Werhaufsrecht - right of purchase.
- O. Who were present during the talks with Howard?
- A. Hr. Gadow of I.G. Chemie.
- Q. 'That American? Duisberg and Cilliamson?
- A. D.A. Schmitz was present, or Duisberg or "illienson.
- C. Do you remember that ter Meer was present?
- A. I am sure he was.
- Q. You mentioned a scientific man?
- A. Ferhars Dr. Lohr was present, but I don't know.
- O. The cuestion was whether the I.G. would agree to such a sale?
- A. The doubts concerned whether the fair exchange of value could be reached.
- Q. You are sure this meeting took place in the fall of 1940 or in the beginning of 1941?
- A. I am sure.

(Page 4 of the original)

O. The real issue was whether or not I.G. could trade the interest which it had through I.G. Chemie in General Aniline and Film against a fair exchange of Standard Oil property?
(signed) G v Schnitzler - 7 -

- A. That was the issue, but it never materialized. It never got to definition.
- Q. The issue at the meeting between I.G. officials and Mr. Howard and all other American representatives which took place either in the winter of 1940 or in January 1941 was whether or not I.G. could trade its interest in General Aniline & Film which it possessed through I.G. Chemie for a fair exchange of value from Standard Gil? Is that right?
- A. Yos, that was the question.

(19

(10)

- O. Wasn't the contract between I.G. and I.G. Chemic allegedly severed before that meeting?
- A. Porhaps I made an error in the dates. But we could always deal again with Basel to reconstruct the situation.
- Q. This so-called legal severance of the Agreement between I.G. and I.G. Chemie was only a legal form and never had any real effect on the actual relationship between I.G. and I.G. Chemie?
- A. We could always take up the matter again with Basel.
- Q. Could not I.G. at any time resume its former relations with I.G. Chemic: is that right?
- A. Yos. That depended semenhat on the people of the Swiss side. But the shares are lying with GAF and the firm of Greutert owns so many shares. I had never any doubt that we could at any given date resume this relation. It may be that I am wrong about the date and that the talk with Hemard trok place after the severance.
- Q. In other words, the date of severance makes no difference?
- A. No difference. In my opinion we could always resume the relation with Basel.

I have read the record of this interrogation and smear that the answers therein given by me to the questions of Mr. Weissbroot and Mr. Devine are true.

(signed) G. von Schnitzler (Signeture)

Vorstandsmitglied I.G. Parbenindustrie (Position in I.C. Forben) Aktiengesellschaft"

The statements I subscribed to in this record of interrogation shill appear to me to be entirely true and correct to the best of my knowledge and belief. However, to amplify the matters in the interrogation I would like to add the following concerning "innicat

The Uinnica due its existence to the French and particularly to the initiative of M. FROSSARD. On account of the protection by high tariffs, which the Devstuffs industry in Poland enjoyed, the French more and more had lost ground in their export trade to Poland. The Swiss partly had paralyzed this by developing their own factory at

Pabianice, Poland. The French following their example acquired the Minnica, a former scap factory. Notwithstanding that I.G. had a better position insofar as I.G. had a higher developed range of colors than the French, we ourselves were greatly interested to keep up certain positions which were going to be lost. Hence, we associated in the French endeavours and participated secretly with a 50% participation in the Winnica. We could not do that openly because there was no right of settlement provided for in the German-Polish commerce treaty. When the plant of limite became part of the General Government, the "Kommissare" for a certain period of time maintained the production at Vinnica giving its personnel every possible help and assistance. By and by it became impossible to continue. No coal, no material was available and furthermore no market existed anymore, as most of the products of Winnica had gone to Lodz, under "Zollschutz," and Lodz now was incorporated in the German sphere. Thus, the liquidation of Winnica was inevitable; everything on the spot would have literally gone to pieces. One more cold winter, and Winnica, situated on one of the roads from Warsar to the W.E. only could have been a heap of "debris". In the '30's the I.G. Chemie, Easle, had accuired at I.G. Farben's instigation 50% of the share-capital of limnica from Kuhlmenn. Thus the Winnica was owned 50:50 by I.G. Chamie and the Kuhlmann group. In order not to create financial losses to them, we provosed to both of them that we would acquire their stocks in the Timmica at their own book-value. This was done. We paid to both of them, without bargaining, exactly what they asked. As far as I can recollect, to the Kuhlmann group, 20,000,000 frs equal to M. 1,000,000 over the France-German clearing arrangement; to I.G. Chemie, 650,000 Swiss francs.

5. On 5 September 1945, I signed a one page statement concerning I. G. 's interests in the industry of the conquered countries, the text of which follows:

"I.G. always exercised the predominant influence in the chemical Comain on the European continent. Therefore, I.G.'s interests in the conquered countries of Europe did not extend primarily to the chemical domain. However, we were extremely interested in the dyestuffs field. The dyestuffs field was of especial importance to us because our profits to a large part came from our exports of dyestuffs. For example, in regard to Polend, the Polish chemical industry was important comestically but had no significance on the export market. The Stickstoffwerke in Chorgon, as far as I know, have been taken over by the Reichowned "Viag". I am unable to say if they came to production during the war. If so, this production will have been marketed by the Stickstoff-Syndikat, in which I.G. had over 60% interest. As far as the other chamical companies of Upper-Silesia are concerned they were treated in a similar way, that means the Reich took over the different enterprises which, to my knowledge, mostly had belonged to the Polish state. - They produced to the best of my knowledge only some heavy chemicals in connection with coal-mines and steel-works. The French chemical incustry was also never of a nuisance to us in the export domain, and in regard to its domestic business we could always eventually

reach new cartel arrangements if we were interested in emport.

(signed) Goorg von Schmitzler
GEORG VOT SCHWITZER

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief, except that:

- (a) To the first sentence I would now say that I.G. always exercised "a more or less" predominent influence in the chemical defain of the European countries. Moreover, I.G. export business, except for dyestuffs, was relatively small since the other countries in Europe had their own basic chemical industries which were protected by tariffs and by the different cartel agreements existing all over Europe. In all these cartels, I.G., of course, had a very substantial quota.
- (b) When I made this statement I did not superede in my orn conception Austria or the Succtonland from the German economic sphere since they mere both populated by Germans.
- (c) Nuch of I.G.'s participations in the East and South East tore extended by force in the sense that their production was needed because of the war.
- 6. On 5 September 1945, I signed a one page statement concerning the Newordnung and on 2 September 1945, I signed a one page statement entitled "Statement re 'Newer Plan!". These to statements can best be considered together. The text of each follows:

September 5, 1945

"It must be remembered that in propering the Neuerdnung we tore following the lines of the socalled Gross Faum Politik laid down by the government. To were looking to the overwhelming downfall of France and the eventual capitulation of England then we prepared the document. It must be remembered that we know well the aims and policies of the government, and we know that it was the intention of the government to improve its strength in relation to the countries outside of the European sphere. This meant, of course, the United States because outside of Europe the United States was the only strong country with which Gerpany had to recken. Therefore, we wrote in the Neuordnung that we intended

(signed) G v Schnitzler

to keep Germany as strong as possible militaristically in relation to the United States. The could accomplish this only by limiting the production of armaments in Latin America. We did not want in the event of an eventual conflict with the United States to permit Latin America to supply the USA with the war materials. It should be remembered that I.G. had to follow the lines of the Mazi government.

Georg von Schnitzler GEORG VON SCHNITZLER

Statement re: "Neuor Plan".

WTo what an extent the ideas and intentions of the Reichs-Lirtschafts-Ministerium have determined the drafting of the "News Plan" of I.G. becomes clear by the fact that Terhaar who was in continuous contact with Reichs-Lirtschafts-Ministerium and was theroughly informed of their aims, took personally the "Regie" of the preparatory work in hand, he came to visit the different "Verkaufsgemeinschaften" and explained in especially put up "working-committees" the clauses which he had elaborated on the basis of the guiding principles which he had received from Reichs-Lirtschafts-Ministerium. He pointed out, that the plan should be as comprehensive and as thorough as possible and that the point of view of the authorities should under all circumstances be respected, namely by far reaching guarantees through a reliable German control to schieve the best possible strengthening of the German militaristic potential.

The elaboration should be made in such a way, that it should not give a weapon in the hands of those manifold circles in the Paichs-Lirt-F linked schafts-Ministerium, in which criticism against I.G. was prevalent. and entang-I.G. being known as internationally ansormed and possessing many friendships and relations abroad should not give the impression of a predelection for liberal handling and thus give those circles -Kehrl and his surrounding- an easy argument to refuse the plan of I. G. as an insufficient instrument. Then the "Feue Plan" was elaborated, the war with England was still going on. One expected England's defeat but one could not discount it in such a may that special plans for England could be handed over to the overmount. Thus I am firmly convinced that the "News Plan" did not contain proposels regarding England. The preparatory work done inside the different departments had only an importance of informational character, but can in no way be regarded as I.G.'s official stand-point as the preparatory work had not yet been presented to the competent authorities inside of I.G. itself. It is obvious that the government's first interest was a militaristic one. Therefore whe main points in the "Neve Plan" will have been.

Firstly a strict control over the Thole chemical industry of Europe that no new plants for military chemicals should be created and that the production of such chemicals in the existing factories should be supervised.

Secondly: no licenses or know-how for such chemicals should be given to the chemical industry outside of Furous without before having asked I.G. of their opinion. This measure of course can be understood as

(signed) G v Schnitzler

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being directed against the U.S. because U.S. remained apart from Pussia the only country with a great economic potential in the outside world.

Frankfurt, Sept. 8th, 1945: (signed) G. VON SCHATTZET "

These statements still appear to me to be entirely true and correct to the best of my knowledge and belief. However, the two statements should be considered in the light of the following explanations:

(a) A complete understanding of the Newerdhung can only be had if one considers the situation in the summer of 1940 at the time the Newerdhung was prepared by I.G. At that time there was the downfall of France on one side, continuance of war with England on the other side and the shadow of the possible conflict with the United States in the background.

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- (b) After Dr. Murt Krueger and I sign of the Neuordnung Cocument which was sent to the Peich Pinistry of Economics (RMM) in about August 1940, I never saw the document again. Consequently, then I wrote about the Neuordnung document to the American investigators in 1945 I did not have any details of the document in my recollection.
- (c) The Newordnung was not written upon I.G.'s initiative, but was written upon the request of the Government as an "expertise" to be written by I.G. as the first expert in the chemical field.
- (d) In the statement of 5 September 1945, I stated that we could keep Germany strong militaristically in relation to the United States only by limiting production of armaments in Latin America. By this, I meant that the following: If an Armistice came about in late 1940 or thereafter so that there was peace on the European continent, we would limit thereafter the production of war naterials in Latin America by exporting materials to South America rather than having the South American countries build up their own production facilities, thus in case of a later war with the United States, the Latin American countries would (signed) G v Schnitzler

not have such extensive production facilities with which to furnish war materials to the United States.

7. On 21 August 1945, I signed a two page statement entitled
"Statement re papercussion of rearmament on the standard of living in the
newly annoxed countries," and on 21 August 1945, I signed a one page
statement entitled "Additional Statement re standard of living and industrial transformations in the occupied countries." The text of both these
statements follows:

Statement

repercussion of rearmament on the standard of living in the newly annexed countries.

"On order of the Mazi-Government with the ammenation of Austria and Sudetenland and later on with the annexation of Bohemia and Moravia in these newly conquered countries the economic system applicated in Germany at once was introduced.

Rearmament-production had to replace the normal production for peaceconsumption and in a very short time the stocks were exhausted which in both countries were still available when the German troops entered into them.

The German troops themselves and dealers following them tried to

vS acquire as much as possible of whatever was available in important ed

goods -textiles, coffee a.s.o. which had yet become scarce in Germany,and the domestic production was transformed from a platform of
highly qualified export-industry into goods serving the rearmament
purposes. This process developed with a rapidity which even surprised the economic circles themselves which were acquainted with the
preceding development in Germany, and it was also surprising, how
quickly the standard of living in these countries was adapted to the
one existing in Germany. - And this not only happened in the industrial field, but in the agricultural just as well. Butter and ham
of Prague disappeared from the market as quickly as coffee and
chocolate and even meat in a short time became measure because the
foreign-imported fodder was exhausted.

The workmen for instance in Aussig realised very soon that their nominally higher income represented in buying capacity a step backwards and the hardship of daily life to the population very soon became apparent.

The rearmament process materialized in such a way that first the capacities not entirely employed became used in full for Austria as well as for the Sudetenland huge plans for war production were at once set up, for Austria the Hermann Goering Werke at Linz, in connection herewith a Nitrogene-plant for 50.000 tons N, the utilisation of water power and the enlargement of the many different metallurgical works in Vienna, Wiener Neustadt and Steyr - in

(signed) G v Schnitzler

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Sudetenland the great hydrogenation-plant in Brux set up for 700.000 to of oil-gas, which were nearly completed at the end of 1940. I.G. participated in this development with the great factory in Moosbierbaum near Vienna, which of course only made very slow progresses and was far from being terminated when war came to an end.

(Page 2 of the original)

For my opinion one can not speak of a displacement of industries from the West to the newly conquered countries, the industriel capacities and the industrial possibilities of these countries were used as an additional asset to the existing potential.

Frankfurt, 21.8.45

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(signed) G. von Schnitzlor."

Additional Statement
re standard of living and industrial transformations in the
occupied countries.

"The factories having existed beforehand in Austria and Czecho-Slovakia in which I.G. took interest were relatively small and did not request a substantial capital-investmentcompared with the huge enterprises which I.G. started as a new enterprise. But the old orks of Donau-Chemie L.G. as well as Chemische Herke Aussig-Falkenau as Teerfarbenwerke Aussig - one and three being a 100% I.G. property No.2 a 50% participation, had to transform their activities according to the rearmament plan and later on to the necessities of var. Hany of their departments simply continued and raised their production in the same products, these products, like sulphuric acid or chlorine and caustic soda being used as well for peace as for war purposes - and no being taken only for the latter purposes, but many of their departments were transformed from typical reace - into typical war- products. Thus in the Teerfarbenwerke Aussig the department of Naphtol AS dyes, a typical export-article in the first line for India, had to fabricate Betanauhtylamine for the manufacture of Buna, and the Chemische Werke made new investments for typical war-products like Sulfur-Carbon and Hexamethylentetramin. The same applies to the Boruta in Poland, where of course during the whole war the production remained a restricted one, but the dyestuffs and intermediates produced there did practically all go to the Wehrmacht as they were used mostly by the textile industry of Lodz. Apart from that I.G. had the intention to construct a plant for accelerators at the Boruta, as the only other I.G. plant for accelerators was in Leverkesen. In France: Francolor preferably had to supply the French consuming industry with dyestuffs and auxiliary products, but a substantial part of the articles for which they were used, did go to the Wehrmacht, the intermediates which were made, to a large extent, did go directly to the Wehrmacht or they were sent to I.G. in order to complete I.G.'s deliveries for Wehrnacht purposes.

The most important ones among the latter were phenol and stabilizators for powder.

Frankfurt a. M., August 21st, 1945

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sg. G. von Schmitzler"

These statements both still appear to me to be entirely true and correct to the best of my knowledge and belief.

8. Concerning the general policy toward the economy of the occupied countries, I would like to make the following summary. Beginning with the occupation of Austria, it was plain from the statements of the government leaders that the "Grosswirtschaftsraum Politik" would be applied to the economies of each of the occupied countries. The general objective was to realize a more intimate relationship between the economy of the old Reich and the economies of the occupied countries under German leadership. This German leadership was either effected by the leadership and supervision of state controlled agencies, such as the Hermann Goering Morks, or by private German enterprises under conditions satisfactory to the Reich economic authorities. However, excepting the "Auflagen" imposed upon I.G. for undertaking special duties in foreign countries, I consider that I.G.'s general policy in the occupied countries was morely one of intensifying proviously existing relations on an anicable basis. Of course, the leadership which we exerted on this basis could not be achieved without the approval of the government economic authorities. However, I.G. never forced anybody to accept its propositions, even though it is true that the legal position of the leaders of the industry of occupied countries was that of an enemy national and not that of a free agent in peacetime. Hany times, representatives of the industry of occupied countries proposed to I.G. that we enter into more intimate relations. As long as the war lasted, it was clear that the leadership and administration of the industries of the occupied countries had to be done on behalf of the German military potential. Otherwise the Reich government would have seen to it that a (signed) G v Schnitzler - 15 -

different leadership or administration was created. When I.G. sought to supervise or administer the production of a particular plant in an occupied country, we were only allowed to enter such an activity when we proved our ability to undertake this job and proved that it was necessary for the German military potential that I.G.'s "know how" and technical knowledge be used. The fact that the industries of the occupied countries were used to assist the German military potential is a part of an entire complex, and it applies to the entire German industry, and not alone to I.G. Moreover, in the dyestuffs field, the French civilian population obtained a bigger percentage of the dyestuffs produced in France than the percentage which Germans received of the dyestuffs produced in Germany. Furthermore, without I.G.'s help and assistance, the plants and companies merged in Francolor probably could not have run at all during the war. The same applies to the industrial activity in Norway and Czechoslovakia. This principle, of course, does not apply to the "Auflagen" where I.G. was directed by the government to undertake new types of production in the occupied countries.

9. I have carefully read each of the 16 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialled each correction in the margin of the page. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

> (signed) Georg von Schmitzler GEORG VON SCHNITZLER

Sworn to and signed before me this 17th day of March 1947, at the Palace of Justice in Nuernberg, Germany, by Georg von Schnitzler, known to me to be the person making the above affidavit.

(signed) Drexel A. Sprecher

DREXEL A. SPRECHER
U. S. Civilian, Attorney, AGO No. 473307
Office of Chief of Counsel for Var Crimes
- 16 -

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CERTIFICATION

I, ERNA E. UIBEPALL, AGO D-150096, hereby certify that the above is a true and correct copy of document No. NI-5195, the original of which is in the English language.

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ERNA E. UIBERAIL U. S. Civilian AGO No. D-150096

AFFIDAVIT

I, ALBERT E C K E R T, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

POLAND:

In the year 1939, I was head of the mana, ement desartment for dyestuffs and a member of the so-called Dyestuffs Committee which was headed by Mr. von Schnitzler. In my capacity as a member of the Dyestuffs Committee and as secretary of the central office for international dyestuff conventions, I at ended the internal Farben negotiations on the trustee ship and the acquisition of the Polish factories.

The invasion of Poland had just storted when Farben directed its efforts towards the Polish enterprises BORUTA, MOLA, and MINITCA, at first asking for the trusteeship. Hesers. Schoener and Schwab who were nominated by Farben and who also were in their employ, were appointed commissaries (kommissarische Leiter) of the Polish dyestuff factories. It was Farben's goal to incorporate these plants into their overall production and sale scheme.

As far as I know, Mr. von Schnitzler, in order to have the two gentlemen of Ferben appointed trusters, negotiated personally with the centlemen in charge at the Reich Ministry of Economics (I believe, with Mr. Mulert and/or Mr. Hoffmann). As soon as the appointment of the trustees was accomplished, Farben was vitally interested in their petting started at the explicat possible moment.

I do not assume that, at the time the Parben trustees were applied. Forben encountered any opposition. It seems certain, however, that, on the part of the German authorities, there was considerable resistance to Farben acquiring the enterprises, since the Hazi authorities had their oun favorites into whose hands they wanted to play those plants. I remember, e.g., the brothers Gutbrot in Frankfort on the Main who had special connections with the SS, and whom we considered to be candidates for the acquisition. Farben, in its turn, was vitally interested in accuiring the factories, since, as I mentioned before, it was planned to include the gyestula production and sale of these plants in the overall program. Poland especially had taken unique precautions in that it had introduced extremely high import duties and prohibition of imports. Through acquisition of the Polish dyestuff factories, Farben hoped to eliminate those scenemic obstacles.

It goes without saying that, in my ominion, the seizure of the Polish factories constituted a wrong from the aspect of both state and private economy. I believe to remember that I voiced said opinion and discussed it with Mr. von Schnitzler. I also believe to remember that Mr. von Schnitzler as well as Mr. Schwab with whom I think I discussed it, shared my point of view. In spite of this, Ferben took the initiative in

connection with the acquisition of the Polish enterprises. Farben's doubts with reference to the illegality of the acquisition were silenced by the fact that, as mentioned hereinbefore, there were interested parties in Nazi circles who would have been only too glad to acquire the factories at a low price. It was Farben's endeavor to see to it that, under no circumstances, any such competition could arise. The price, by the way, which Farben paid to HTO, was, in my opinion, rather above than below the current or going concern value.

I read anew the letter to Mr. wonSchnitzler, dated May 6, 1940, signed by Kuepper and myself. The words on page 2, saying that Farben would be willing to run the "political risk" connected with the acquisition of the factories, seem to refer to the possibility that Poland might, again, become independent, and that Farben might lose the enterprises. On page 3 of this letter it is mathematically set forth that the Litzmannstadt textile industry only maintained about 2% of the pre-war production. I do not know whether this statement is actually correct.

For the same reasons as those applying to BORUTA, Farben was also interested in the YOLA and WINDICA factories: it was its desire to eliminate, as far as possible, their future competition. Mr. Spielvogel, the owner of the WOLA factory, was personally known to me from Varsaw. He was also acquainted with Messrs. von Schnitzler and Schwab. Ir. Spielvogel was an old established member of the Polish dyestuff industry. He was a man of stature who, for the first time, introduced nambtal dyestuffs in Poland. He was, no doubt, a highly respected personality. I do not know, however, what his fate since 1939 has been.

As far as equipment is concerned which Farben meant to remove from the Polish factories to its own factories in Germany, the items involved, in my opinion, did not amount to more than Ri 10/20,000. Farben had planned to make said equipment part of its own plants, so that auxiliary equipment would be available in case its own plants were damaged by war. As far as I know, the removal of equipment to Germany took place only as far as WINNICA is concerned, and not in the case of WOLA where transportation difficulties thwarted the transfer.

Farben attached importance to the acquisition of the French participation in the Polish factory WINTICA since it would not have been in accordance with its wishes that the French maintain any production in the German sphere.

In view of the fact that a considerable number of letters in this matter show my signature, I should like to point out that the entire idea of acquiring the Polish factories or appointing trustees did not originate with me; rather, the plan was presented to me in its final form. From them on, in all negotiations which I carried on in this matter, and in all letters which I wrote, I acted in accordance with the instruction of the Parbon "Vorstand" (Dr. von Schnitzler and Dr. ter Heer).

I have carefully read each of the 2 (t o) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them, and I declare herewith under oath that I have given the full truth to the best of my knowledge and belief.

(signed) ALBERT ECKERT

Sworn to and signed before me this 13th day of June 1947, at P lace of Justice, Murnberg, Germany, by ALBERT ECKERT, known to me to be the person making the above affidavit.

RANDOLPH H. NEIMAN
U.S. Civilian B 397712
OFFICE OF C LEF OF COUNSEL
FOR WAR CRIMES
U.S. War Department

CERTIFICATE OF TRANSLATION

I, ELVIRA RAPPAEL, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of the Document NO. NI-7367.

June 19, 1947.

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ELVIRA RAPHAEL U.S. Civilian AGO B 397072 U.S. Wer Department

AFFIDAVIT

I, Dr. Gustav K U E P P E R, after having first been warned that I will be liable for punishment for anking a false statement, state herewith under oath, of my own free will and without exercion, the following:

POLAND

In the question of the Polish factories I intervened eyealf in my caracity as attorney for the I.G. only when the Trouband-stelle Ost had been set up and we now negotiated with this Reich agency — in the beginning about the leasts of enterprises. I believe that I took part in the very first official conference with this a ency, to other with Herr Schoob. I had not yet taken any part in the appointment of the Two trustees from the I.G. Shortly after the invasion of Poland Perr von Schmitzler had asked the competent a macies, that is to say, the Reich Ministry of Economics, to their the Polish dynamics factories. This request he are even before the Polish dynamics factories had fallen into the hands of the Germans.

The I.G. and such proof efforts to require the factories because it considered it of decisive importance that the dyestuffs factories should not come under the acris of agencies which had nothing to do with the I.G., thereby creating a force a nucleus within the combined German accounte schore of the I.G. as it was at that time.

The logal aspect of whether such an accuration was at all admissable according to the international agreements which Germany had signed was, to my knowledge, not examined. The German government had declared that all the Polish property—whiles in the Worths an had been transferred to the ownership of the German Reich and that the Polish state had consed to exist. People seemed to be satisfied with this explanation. I must say that the research to me extremely add at the rights to this transfer seemed to me extremely add at the time.

At a later period the Lagal Compittee of the I.G. stoke about the question. The Levil Compittee consisted of the Verstand of the I.G. who were lagal sen and of atternays who worked for the I.G. as long as they had at least the rank of a Prokurist. (Translator's note: peneral gent in the employ of a commercial enterprise). Ven Knierien was the president. In addition Herr Brueggemann, the late Dr. Buhl, hayer-Jogalin, von Rosspatt, Dr. Stein, Dr. Brendel, Dr. Heinzeler and myself were about there members of this board. At the account of the Legal Countree of which I stoke Keinzeler explained in detail the last situation in the occurred territories, I believe I remember that he described the level basis for the taking over of Polish property-values by the Reich as unsound. But no one bethered however about possible illegality. In the case of Poland it was not a question of derivative acquisition but of accusition by the German Reich whose measures it was not our place to test by standards of law.

It is correct that I.G. Ferban took the " solute initiative

in the acquisition of the Polish factories. It was not the German Reich which unjed the I.G. to take over the factories. It is further correct that if the I.G. and had any doubts as to the legal validity of the acquisition it could simply have remained passive in the affair. But, as I have explained, the I.G. was vitally interested in acquiring the enterprises and therefore accorded the legal situation which the Reich had er-ated.

When later it came to the acquisition of the Boruta, the I.G. trustees were recalled so that trustees who belonged to the I.G. should not sell the enterprises to them; instead of t can the authorities appointed an elderly jurist, Dr. MAHNKE, as trustee, and he then seld the enterprises to the I.G. The principal customer of the FORUTA under the applies of the I.G. was the textile industry in Litzmannstagt. It chiefly supplied the Vehrmacht. WOLA and WINDITZA were not working any some. Their continent in any some and the second a any more. Their equipment, in any case a part of it, was called ever by the I.G. and removed to Germany.

The Polish workers who were employed in the BORUTA were in danger of being deported to the Government General. kind of deportation was part of the German policy at that the of The Polish workers were also at a disadvantage important as a part of their salary was hold back and transferred to an office for so-called compensatory payment in Warthogau. As far as I know Herron Schwab and Schooner to ke stand a ainst the bad anyment of the Polish workers in the ECRUPA. However, I do not believe their resistance had any success.

I have carefully read each of the 2 (two) pages of this declaration and have signed than personally. I have unde the necessary corrections in my own immowriting and initialed them and I declare herewith under oath that I have given the full truth to the best of my knowled a and belief.

(Signature of deponent)

Sworn to and signed before me this 10th day of June 1827 at Palace of Justice, Nurabor, Germany, by Dr. Gustav KUEPFER, known to me to be the person making the above affidavit.

signed: RayDOLPH H. NITLAN Attorney U.S.Civilian B 307712 Office of Chief of Counsel for War Crimes U.S. War Deturtment

CERTIFICATE OF TRAVELATION

I, DOROTHY Z. PLUMMER, USFET 492, hereby certify that I am thoroughly conversant with the En lish and German languages, and that the above is a true and correct translation of Document No. NI-8783.

DOROTHY E. PLUMER JSPET 482

June 12, 1947

TRANSLATION OF EXCERPT A) FROM DOC.NI - 6064 OFFICE OF U.S.CHIEF OF COUNSEL FOR MAR CRIMES.

(page 2 of original)

13 December 1940.

INVOICE No.

from the

Army High Command, Wa I Rue (Hun.3 VIIb) Berlin, Tirpitzufer 40

for

I.G. Ferbenindustric Actiongesellschaft Bitterfeld

Plant Bitterfold.

Postal	Check Account: Bank Account:			
	Re: Order from	Fo.	Stendard Price	Total
	Apparatus from See details in	the Blizyn plant (Poland) enclosed list	1 1 1 1	1 1 20,790
Inclos	ure.		1 1 1	1 1

(page 4 of original)

12 December 1940

I H V O I C E No.

from the

Army High Command, Wa I Rue (Hun.3 VII b) Borlin, Tirpitsufor 40

for

I.G. Forbonindustric Aktiongesellschaft Scherzfeld

Plant Scharzfold.

Postal Check Account: Benk Account:

TRANSLATION OF EXCERPT A) OF DOC.NI - 5064

Ro: Order from: No.:	Standard Price	! Total ! R!! !
A THURST WATER THE PARTY AND THE RESERVE		
Apparatus from Blizyn plant (Poland)		
See details in enclosed lists.		1 32.360
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Inclosure.	t	17
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(page 7 of original)

12 December 1940

I H V O I C E No.

fron
Army High Command, Wa I Ruc (Nun.3 VIIb)
Borlin, Tirpitzufor 40
for

I.G. Farbenindustric Aktiongosellschoft Akcn

Plant Aken.

Postal	Check Account: Bank Account:			
	Re: Order from:	No.	Stendard Price	Total Rei
		Plimyn plant (Poland) onclosed lists.		20.330.—
Inclos	ure.			# 151 11
				1

CERTIFICATE OF TRUESLATION.

I, DOROTHY E. PLUMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of document No. NI - 6064.

7 October 1947.

USFET 482.

/ TIT 1

Care 6 N1-8783 TRAUSLATION OF EXCERPT FROM DOCULENT NO. NI - 6064 OFFICE OF CHIEF OF COURSEL FOR WAR CRIMES I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, BITTERFELD Auditor's office Bitterfeld Commercial Administration F/H. 12 December 1940 Involces for apparatus removed from Blizyn (Poland) We herewith send you the following invoices in duplicate: RM 32.360.-RM 30.780.for Scharzfeld works for Bitterfeld works and Aken works RM 20.335.-These invoices relate to apparatus which was taken over by the above - mentioned works from the plant in Blizyn. In the letter of 18 November of this year from the Aken works to the Army High Command, Wa I Rue (Mun.3 VIIb), for the attention of Ministerial-Dirigent Dr. ZAHN, Berlin, Tirpitzufer 40, we submitted an estimate of RM 83.475 .-- to that office. We have not yet received confirmation that the OKH (Army High Command) agrees with this estimate. Since part of the apparatus has already been installed by the above-mentioned works it is necessary to make the settlement on the basis of the estimate which was submitted, so that the works that is the new installations accounts can be debited with the amounts this year. Should the OKH not agree with our estimate the excess can be debited afterwards. The invoices were made out by us, the book-entries will be made by the book-keeping department and credited to the OKH. We request the book-keeping department, however, to make the payment only on receipt from us of special instructions to that effect. -1-40 A We request the auditor's office (R.P.) to deal with these invoices with out delay and to forward them to the works for inclusion in the accounts and return to the book-keeping department in Bitterfeld. Aken works intend to book the entry for the time being to the stores account, and then to debit the works according to their consumption. In the case of Scharzfeld works the invoice can be debited directly to the new installations account. Bitterfeld will also make the ontries through the stores-account. The materials bcok-keeping department will be responsible for the further clearing of accounts for the apparatus which was taken over through the appropriate new installations accounts or the trading accounts.

Enclosure

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to Aken works, Commercial department

" Scharzfeld " "
" Materials Book-keeping department, here.

" Book-keeping department, here

CERTIFICATE OF TRANSLATION

24 May 1947

I, John FOSBERRY, Civ. No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt from document No. NI-5054.

> John FOSBERRY Civ. No. 20179

- 2 -END

after Porc. NI-6064

Dire. Fake. Sta (8) 0

TRANSLATION OF DOCUMENT No. NI-10416 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Maurycy SZPILFOGEL, living at No. 18 Avenue Pierre Odier, Genova (Switzerland), having been duly werned that I shall render mysulf liable to punishment by making a false statement, herewith state the following under oat. . . my own free will and without coercion:

I was born in the Polish town of Piotrkow in 1872. After I had graduated I studied Chemistry at the Folytochiic at Karlsruhe under the famous scientist Professor Friedlaander. I completed my studies at the University of Berne in Switzerland where I received my Doctor's degree. After that I went to Vienna where I worked for two years as assistant to the above-named Professor Friedlander who had in the mean ime settled in Vienna. Later on I built a chemical laboratory at We a Krzystoporska (near my birthplace Piotrkow) where I produced dy stuffs and drugs. This factory became very important since Poland had to import these products from Germany at that time, as they were not being produced in Poland. I was the pioneer in this field and was in constant conflict with the German competition. In spite of this strong competition my factory grew and flourished. Correction I also introduced certain improvements and received patents for seinitialled: veral inventions. In 1913 I introduced the manufacture of Naphthals. These dyestuffs represented an important advance.

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In order to become entirely independent of products of German origin I produced them myself out of Polish raw materials, and thus entirely excluded German competition.

In addition to my dyestuffs factory I was also technical manager of another factory in Woln Krzystoporska, in which yeast, alcoholic drinks and dextrose were manufactured from potatoes. I can claim that I am thoroughly familiar with all these production branches. The war brought my work to a sudden stop. I can give the following details of my suff rings since Sept. 1939 at the hands of the Germans in general, and I.G. Farbonindustric A.G. in particular:

Initialled: M.S.

(page 2 of original)

Let me first explain that, amongst other things, I possessed three houses; my estate at Wola which I, together with my brothers and disters, inherited from our father who had built there the yeast factory mentioned above, and other factories (excluding the chemical factory); also a house in Warsaw and an estate at Otwock which I Mad turned over to my sick son. When I fled before the Germans I first went to my brother's house at Otwock and later to my own house in Warsaw. In the cellar of my house in Warsaw I had also stored part of the dyestuffs manufactured in my own chemical factory at Wola. In September 1939 I was visited in this house in Warsaw by Herren Schwab and Schoener, together with a Herr Fulde who was the I.G. agent in Warsaw. The first two introduced themselves as I.G. Commissioners and stated that all the dyestuffs stocks which I had brought

TRANSPERSON OF DOCULENT No. NI-10/16

(page 2 of original, cont'd)

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to my house in Warsaw (about 30.000 k.) were confiscated. They further declared that my house in Warsaw itself as well as my estate at Wolm and the house near Otwock, which I had turned over to my son, were also confiscated and were now under I.G. control. They prohibited my use of any article in any of the a houses. They further confiscated my cars. The dyestuffs, which it was a first put under seal, were later taken to Fulde's office in a many. The dyestuffs depot which I maintained at Lodz was also consistently by Schwab and Schoener and taken to another I.G. avency, the Ensward, at Lodz.

In accordance with their attitude, I a. "Int everythin; had been configured for I.G., Schwab and Schoener denomics that I pay a month-ly read of, I think, 150 Zloty to the secretariat of the I.G. agent Folds for the scall flat in my own rouse into which I had now moved with a family. I had to comply with this meaned. To be in with I receif a no money at all from my factories at Mola. Later on I had the time sum of 500 Zloty per month allotted to me. This was only for a factor period. In accordance with the German "laws" then in existence, the "trustees" were permitted to allot 500 Zloty per month and per family to the Jews who had been robbed of their property. Schwab always interpreted such re ulations as unfavorably as possible and - in spits of the protest which my daughter made to him personally - only allotted 500 Zloty for all three families, i.e. for myself and my wife whose aged mother was still with her; for my married daughter and her husband; and for my sick son who was in a sanatorium. 500 Zloty, of which I had in any case to pay 150 Zloty as so-called rent, was such a tiny sum that not even the lowest standard of living could have been maintained on it even by one family.

In the first year of the German occupation, during which I lived in Warsaw, the conditions for Jews, althou h terrible, did not imply constant mortal danger. Even so, street raids did take place even in those days, and even then there were "interrogations" which merely consisted in shooting the Jaws who were chosen for them. Everybody who lived in Warsaw and surroundings knew about these conditions.

In 1940 the Germans started to create the infamous Warsaw Ghetto into which I and my family had to move in November 1940. From this Ghetto I sent a cry of distress to the General Director of I.G., Herr von Schnitzler. We had both attended commercial meetings both in W saw as well as abroad and at these opportunities we had become acquainted and had talked to each other. I asked him to obtain a position for me in my own factory at Wola, and, in addition to this, to see to it that my sick son in the sanatorium receive at least enough money from Wola to keep him alive. I have never received an answer to this letter from von Schnitzler, Schwab or Schoener. As I pointed out, Schwab was always particularly severe.

(page 3 of original)

I remained in the Ghetto until the end of July 1942. The Ghetto was ostensibly administered by its inmates; the purpose of this was

TRANSLATION OF LOCULENT No. NI-10416 CONTINUED

(page 3 of ord inal, cont'd)

to force the Jews to introduce the measures which were incended to lead to their extermination. When the liquidation of the Ghetto had begun, it was the task of the President of the Jewish Council, amongst other things, to segregate by order of the SS a certain number of whetto Jews, to be in with, 500 , later raised to 10.000 per day, and to have them taken to a collecting center in the Ghetto, the so-called Unschla lager (Collecting point). In time it became generally nown that these people who were sant to the collecting point formed a so-called annihilation column which was intended for immediate extermination. One of the extermination camps was Treblinke. When the President of the Jewish Council received the order to send 10.000 instead of 5.000 of his co-relicionists daily to their deaths, and since he had in the meantime realized the true character of this segre ation (to begin with the inhabitants of the Chetto were given to believe that it was a matter of allocation of farm labor), he wrote a note to the effect that he refused his co-operation, and poisoned himself.

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The Germans then themselves undertook the collection of Jews intended for extermination by having single houses, blocks of houses or whole rows emptied, orderin everybody to concentrate in the street which was surrounded by soldiers. Anyone who went back into the house was immediately shot. Inose who had been collected in the street were taken to the collecting point, loaded on trucks and taken to most their fate. One day in July 1942 it was the turn of my block of houses and I had to to down into the street. The column of people thus so regated was accompanied by carts onto which were loaded the sick, the halt and lame, and . se who were close to collapse. Under the protext that I wanted to travel on one of these comts I was able to leave the crowd surrounding me and to reach the cart. I fully realized that I was in danger of being shot on the spot. At one of the earlier collections a small boy who had hurried towards a cart had lost his life in this fashien, i.e. by shootin . On reaching the cart I discovered an open house door through which I managed to escape. I hid for some time and then returned to my empty house in the Ghetto. In order to prevent such moves the Germans sometimes raided the already aptied houses. My brother, together with his whole family, consisting of his wife, his daughter, his son-in-law and his small randchild, lost his life in this way. They had at first successfully left the column on its way to the collectin point, but were discovered durin the subsequent raid. When the Germans were a ain approaching my already emptied house I climbed onto the roaf and his vere until the Germans had left. In this procarious situation I received the aid of my ex-janitor who had established connections with smugalers as a result of various presents. Risking their own lives, these smugglors provided a ladder for me and at night helped me to climb the wall which separated the Ghotto from the Christian part of Warsaw. There

Correction I received a for ad passport and Spent the next 2, or so, years in initiall- Warsaw. From my shelter I watched the burning of the Ghetto in the ed: M.S. days of its final annihilation in the spring of 1943.

The followin, of my nearer relatives were murdered in addition

TRANSLATION OF DOCUMENT No. NI-10416 CONTINUED

(page 3 of original, cont'd)

to my brother and all his dependents whom I have already mentioned: my other brother and all his family, my sister, all the four brothers and sisters of my wife, two of ther with all their family, as well as my son-in-law and my own son whom I mentioned in my letter to von Schnitzler. I myself had to remain midden until the spring of 1945 when the Germans were driven as a

I then went back to my old factors at Wels. The chemical factory had been thoroughly looted. In addition to the stores the looting of which I described above, all the

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raw materials and finished products (about 30,000 kg. of dyestuffs and about 100,000 kg. of intermediate products and raw goods stored at Nol. had also been taken away by the T.C. officials. Almost the entire equipment, in particular machines, motors, autoclaves etc. had been removed by the I.G. From my employees who were still in wolm, in particular a chemist, Dr. Zoromski, as well as from my foremer among them the brothers Hilcwarek, I learnt that inter alia the 1. lewin machines had been removed to the T.G. Farbon factory in Offenbach near Frankfurt on Main:

- A large high-pressure boiler, Frederking system with churn and cast-in internal heating.
- An electric air pump for this Frederking boiler, with accessories.
- 3. High pressure steel coil, and other things.

The factory itself was immediately closed by the I.G.

I have carefully read through each of the 4 (four) pages of this affidavit and countersioned them with my own hand, have made the necessary corrections in my own handwriting and countersigned them with my initials, and herewith declare on oath that to the best of my knowledge and belief I have stated the absolute truth in this affidavit.

Signature: Dr. Haurycy Supilforel Dr. Haurycy Szpilforel

Sworn to and signed before me this 25 day of August, 1947, at Geneva, Switzerland, by Dr. Maurycy SZPILFOGEL, 18 Avenue Pierre Odier, Geneve, Switzerland, known to me to be the person making the above affidavit.

Signature: Paul H. Haeni ETO 20050 Office of Chief of Counsel for War Crimes, U.S. War Department.

TRANSLATION OF DOCUMENT No. NI-151,16 CONTINUED

CERTIFICATE OF TRANSLATION

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22 September 1947

I, Arthur MACHAMARA, AGO No. 20191, hereby cartify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-10h16.

Arthur MACMALARA AGO No. 20191 As he received the to

Ex. 1629

case by tell superior

TRANSLATION OF DOCUMENT NO.NI-12399-OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

Record of the Interrogation
of Dr. K = G L E R
by Mr. RAVDOLPH H. N E W N A N
present: Mr.
on 25 April 1947 from 1545-1700 hours
Stenographer Emma Narr.

. You know that your affidavit today is covered by the cat you took yesterday?

A. I do.

- I. I will go back again to the record of 17 July 1945 which you objected to yesterday for different reasons. You had just told me that a few weeks before you had said what you thought about this record or some other in a report which you worked out for Herr von Schmitzler at the request of Frau von Schmitzler. Have you a copy of this report there? What did your report refer to?
- A. It referred to your question about the attitude of I.G. before the war.
- 4. That has nothing to do with your record?
- A. No.

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- World you mind telling me again quite shortly why you object to this record? We agree that you signed it, what was your objection?
- A. I have told you that it was a product of moral and physical depression and of the whole atmosphere of those first weeks of my stay in the American military prison.
- . Did you want to say something about the nature of the interrogation?
- A. As regards the nature of the interrogation I must say that although I do not know english properly, in any case not well enough for such a purpose, the interrogations were carried on in English.
- 4. I asked you yesterday already expressions which were absolutly clear and which to a great extent consisted of names you knew, such as Hehrmacht, U.S.A. etc. you can hardly have failed to understand?

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A. We. But at the interrogation we did smeak of things all the same whose importance I realized but about which I could not express an ominion at the discussion as I would have done at a German interrogation. I told you yesterday that this affidavit which was made 8 days after my arest -

(page '2 of original)

w. When were you arrested?

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- A. On 11 July 1945 and the affidavit dates from 17 July. I told you that the treatment in the military prison, especially during the first few weeks, gave rise to complaint.
- . Now you are touching on another point. Did you wish to say anything else in reply to the question of how you were treated at your interrogation on 17 July?
- A. I do not know whether the interrogation was on the 17th, or whether that was the day when the record was signed. The record was rewritten because of different objections I made. But I was not able to get rid of one of my chief objections which I made to Mr. Weissbrod at the interrogation, that it is the aim of every general staff or army command to maintain the army of its own country in first class condition. To this ir. Weissbrod said: "That applies to all countries". I said "Taturally, to all countries". The said: "Then to America, too". I replied: "If you nut it like that, I can't deny it".
- w. What you have just said is in the record?
- A. I object to the whole record. The record as it stands says that the German Wehrmacht prepared a war of taggression against the U.S.A. with the knowledge of German industry, and with the special knowledge of the I.G. And this way of putting things, this general tone I could not get ir. Weissbrod to change.
- as you say, on the day of the interrogation but after it had been modified at your own request?
- A. It read quite differently in the beginning. I managed to get an alteration made on a few points, but not to the record as a whole and not in particular to those different places which say that the German "ehrmacht had aggressive intentions with the knowledge of I.G.

TRANSLATION OF DOCUMENT NO. NI - 12 389

- O. May did you think then that the German Tehrmacht was being developed to this pitch? When were you interrogated for the first time, in the surmer of 1945?
- A. In the summer of 1945, before the firm was sequestrated. That was at the end of June.
- Q. At that time you were still free?

(page 3 of original)

- at that time to give a report on the acquisitions of I.G. in the territories which came under German control after 1938, and on how my work in those days was divided up between two fields first the independent, free and unbiassed development of exposes on definite themes, which were then signed and handed over, and then interrogations like this one.
- Q. Hore there interrogations before your arrest on 11 July?
- A. Ho, not interrogations like this, only requests for reports.
- That were you treated in the days before you were arrested? That is to say, when you were writing these exposes before 11 July?
- 4. There was only one expose. It was drawn up with the help of my other colleagues who had to comply at the time, just as I did.
- That is no answer to my question how you were treated in the days before 11 July?
- A. I had no objections to make about the way in which I was treated.
- 7. The treatment you complain about began only on 11 July?
- i. Yes, it only began then.

- How I will ask you Did you neet the interrogator after 11
 July only, or had the same interrogator questioned you already
 before?
- 1. It was Mr. Toissbrod who asked to at the end of June or in the first days of July - I don't remember exactly - about the acquisitions and about Francolor.
- 1. So you already know Teissbrod when you met him on 11 July?

TRANSLATION OF DOCUMENT NO. NI-12389 CONTINUED

- A. Yes, from this work.
- Q. You could not complain about his treatment ?
- A. No, I could not complain about that.
- 2. And his attitude changed after 11 July ?
- A. After 11 July for the first time there were interrogations with question and ensuer and an official record was made.

 Ir. Weissbrod told me at the first interrogation: " You need only ensuer " yes" or "no" to the questions". To different ensuers I wanted to give an explanation, but Mr. "eissbrod said: "Yes or no " !
- Q. I have read some explanations you gave in the latter half of July 1945. Then without any request you wrote out more or less lengthy statements which you signed yourself, in which you enlarged on separate points in your previous interrogations.

(page 4 of original)

Then it seemed to you that something hed been taken down which you felt you could not subscribe to in the way it stood you enlarged on the point in a statement you draw up. If you were really of the opinion that you could not subscribe to your statements in the record of 17 July, or not to the form in which they stood, or to their tone, why did you change your habit of writing a statement in explanation?

- 1. I believe that in these statements which you have in mind it is a question of rectifying facts, figures or names, but not of modifying a shade of meaning.
- That matters is the principle that you were in a position and knew yourself that you were in an position - to write statements in explanation. If, as you say, you had protested against the record, and it had been modified at your request -
- A. In separate points.
- Q. in separate points, before it was signed by you, and if you still found that your opinion was not expressed accurately enough, why did you not adopt the method you had used yourself, in other cases?
- A. I have told Mr. leissbrod already that in the points which I object to here, the record does not meet with my

TRANSLATION OF DOCUMENT NO. NI-12389 CONTINUED

conviction - I do not dispute the fact that Herr Zangen was in a key position in the Reichsgruppe Industrie -, but I object to the general impression one gets from the record, that is, the impression one has that I.G. and German industry were aware of the preparations for war.

- Q. And what I want to know is this If you thought that your statement was apt to produce a wrong impression, why didn't you change it?
- A. Mr. Moissbrod told me: You can sign it. Herr won Schnitzlor and other people have also signed statements which run to the same or a similar effect. " And then there was a very lively conversation in the presence of Mr. Devine.
- Q. That does not answer my question at all why, when you had gone back quietly to your cell, you didn't change it, as you did in other cases, if you really thought changes were necessary ? That was Mr. Devine's reaction when you protested ?

(page 5 of original)

- A. I think that in this file-note you will find -
- Q. No, just tell me it from memory. hot was Mr. Devine's reaction when you protested ?
- A. Hr. Devine wented to make it easier for me to sign. I think that in the record which you read to me yesterday, there is the remark that the government used industry as its instrument. That was another bridge which Mr. Devine wanted to make for me when he said :" The formula " instrument" that was the meaning does away with your hesitation. If we choose the word instrument it doesn't say whether the instrument made itself available or was simply seized and made use of ".
- Q. I will just ask you this: .hen you made this statement in its milder form, did you h ve the feeling that you were saying what you meant, or did you still feel that you were signing semething you didn't mean?
- A. I felt that it was not what I meant.
- 2. And thy did you sign it ?
- A. Because I saw that it was of no use to go on argueing.

TRANSLETION OF DOCUMENT NO. NI - 12 389

- If a grow-up person is blamed for saying something that he has to sign, when he has the feeling that it isn't right, then he doesn't sign it. Were you threatened?
- A. No, the whole atmosphere -
- Did oither person threaten you in any way, either Mr. 7eissbrod or Devine? Did they held a pistel to your chest?
- i. We, they did not threaten me like that, but I felt like a boxer the has just been knecked out and is still lying on the ground.
- 1. I ask you again, if you signed it, because, as you gut it, you were knocked out, and not because you were threatened, why didn't you write a statement with alterations as you did in other cases? Recause you yourself knew how to do things in this way and to rectify your statement later when you felt that you were misunderstood. Und anyone ever blame you or threaten you because of the corrections you made?
- A. Mr. But the corrections were not for a case like this, and I don't believe that I made corrections of any other kind

(page 5 of original)

except the rectification of facts.

- Q. And I am asking you why not? You had -
- A. Bocause 2 3 days -
- 2. All the more. Why didn't you correct it? There is no law which says that only facts may be corrected. I mean, after 2 days here you could see already what had been misunderstood in this record. Thy didn't you say so after 2 days, or, as you did in other cases, 1, 2 or 3 wooks later?
 Then were you released again?
- A. On 6 October 1945.

3

- 1. Ifter 5 October did you over make any protest, either written or oral, against this record?
- i. No. I told you yesterday already thý I didn't do so.
- Q. Just tell me again, ploaso.
- A. I said yesterday, that my reflexion was this: if there woren't any I.G. trial, what wasn't expressed in the

record and what would have been expressed in any interrogation in German, and without the depressing nature of the atmosphere in general, all that wouldn't matter and wouldn't hurt anyone. But if there were an I.G. trial, and this record were read, then the right time would have come to say what must be said.

- Q. Did I understand you rightly yesterday, that in the meantime you have seen your own record of 17 July 1945 in print in the Bernstein report ?
- A. Yes.
- Q. Did you take this opportunity to object to the record ?
- A. No. I had the Bernstein report in my hands in connection with statements I had to write up for the I.G. Farben Control-Office in Frankfurt-Griesheim, if I remember rightly in connection with a question which concerned Francolor and emengst the papers of this report I found the record.
- Q. Your record ?
- A. Yes. As far as I remember, it was labelled "Only for efficial use", and I felt that I had no cause and no right to make use of such chance reading to lodge a protest, especially as I wouldn't have known to whom to make the protest.

(page 7 of original)

- Q. I will ask you samething about the matter in question. You object, if I understand you rightly, to that part of the record in which you say that the German Wehrmacht served the purposes of war and especially of a war of aggression. That purposes, did you really think them, the German Wehrmacht served ?
- A. That a war of aggression was being prepared, no one in Germany believed.
 At least not up to the last moment.
- Q. You mean, neither you nor any other of the I.G. people believed it ?
- A. We were afraid it might come to a war, in view of the foreign policy of the German Reich.
 - Q. You mean it night come to a war because Poland might be compelled -

102

-7-

TRANSLATION OF DOCUMENT NO. NI - 12 389 Cent'd.

- A. There had been difficulties before that. They had started in 1938 already, together with the Sudeten crisis.
- Q. My question was: What did you think then was the purpose of the tramendous preparations which were being made, and in which I.G. took part, as you know? Or do you know nothing about any preparations?
- A. I know about the erection of the buna plant -
- Q. That is the only preparation for war that you know of personally? I am talking about the time from 1933 - 1939. You only know of the erection of the buna plant as a preparation for war?
- A. I quoted that as a special case. I meant: that the whole of German occnomy stood under the sign of rearmement, that was clear.
- Q. What do you object to then in your statement of 17 July 1945? Will you say -
- A. That it is claimed to have been directed against the U.S.A.
- Q. Agrinst whom do you think the preparations were being made then?
- A. Against whom, I don't know.
- Q. You never thought about it? You saw that for years a people of 70 millions was putting its entire economy at the service •of rearmement, but the thought - in your responsible position never cane into your head, why it was all being done?
- A. To begin with we looked at things like this in Germany, that as all ties had been broken in the military sphere, as prescribed by the Treaty of Versailles, it was the aim of the government to build up an army again in the same style and with the same proportions

(page 8 of original)

as before the first world war.

Q. We don't want to waste time now with platitudes. My question was:
why do you think these tremendous preparations were being made?
You objected to your statement of 17 July because it says that they
were to serve the purpose of war and in particular of an aggressive
war. So I ask you, what do you think, then, was their ain?



TRANSLATION OF DOCUMENT NO. NI - 12 389 Cont'd.

- A. To restore the supremacy of the army and to build it up again, as was the aim in other countries too.
- Q. You meen it was the aim of this tremendous rearmament program to restore the supremacy of the army?
- A. Yes, and to use the army as an instrument or as the background to foreign policy in the same way as it is used by every country.
- Q. By U.S.A., for instance? What do you mean by "every other country?"
- A. Take France, Polandier Czechoslovakia. I must admit that this foreign policy with the Wehrmacht in the background, caused us Germans quite a let of anxiety. For example, in the statement I prepared for Herr von Schnitzler which I mentioned yesterday I said myself that we frequently asked ourselves anxiously: Won't this foreign policy of the German Reich lead to war?
- Q. Have you a copy of this statement for Frau von Schnitzlor?
- A. No, Frau von Schnitzler has it and her attorney, I believe. But it must be in Nuernberg because Herr von Schnitzler came back to Nuernberg again. She sent it here by post and wanted to give a copy of it to Kr. Dubois through Mr. Acton.
- Q. You montioned a buna plant? You knew nothing about any other preparations for war?
- A. The development of the gasoline productions, if you I mean, we didn't look upon gasoline and buna etc. as a preparation for war, but as a part of the efforts we made from 1933 on to become economically self-sufficient.
- Q. You know nothing about any agreements with the Wehrmacht?
- A. I don't. In my statement you must take into consideration the whole structure of the firm and my special field of activity as a dyestuff expert and at the same time as head of the sales business in the South -East.

(page 9 of original)

Q. You mean, if you had been asked in 1939 - Are proparations for war being made here with I.G.'s participation? - you would have said: "Some buna and some gasoline, but that is part of our efforts to become economically self-sufficient"?

TRA BLATION OF DOCUMENT NO. NI-12389

- A. I said that in an official statement right in the beginning.
- Q. I am speaking now of the period from 1933 up to the war in 1939.
- A. Some one or other of the preparations for war might have come to my knowledge; take, for exemple, the hexachloractan plant which was being built at Aussig. But the fact of such a plant being erected at Aussig could not in itself be interpreted as a preparation for aggressive warfare.
- Q. How then did you interpret it?
- A. As steps taken by the military authorities who wanted to be ready for all eventualities.
- Q. In case they would be attacked?
- A. Yes.
- Q. You want to state this under oath?
- A. I said we were afraid that the policy of the Third Reich might lead to catastrophes.
- Q. What do you mean by that?
- A. It might have worked both ways. The other countries in their turn might have gone to war and taken military steps against the foreign policy of the Third Reich perhaps it would have been better if they had done so in 1938 instead of negotiating or Germany, in her turn, might have proceeded to an attack. Those are the two possibilities.
- Q. Which possibility did you think was right, given your knowledge of the Nazi policy and the way Germany looked at the time? Which alternative did you think would materialize?
- A. I hoped neither, but I thought either of them possible.

An attack from outside - the sooner it had come, the better it would have been.

TRANSLATION OF DOCUMENT NO. NI =12389

Q. Now I will stop. I will only ask you again, did you think that Germany's tremendous rearmament to which the whole of her economy was subjected, was meant to serve the purpose of shielding her against attacks, or to help her make an attack? Had you any idea of the

108 .

intentions of Hitler and his policy?

A. No, I hadn't any ida of their intentions.

(page 10 of original)

- Q. And you never talked to gny of your colleagues in the Vorstand of I.G. about it, and got a better idea of things?
- A. About Germany's intentions to attack?
- Q. About the general political situation and the consequences people expected from it?
- A: Naturally we discussed political questions, and in the

end it came to this - we hopped that there would be no war. We were always getting alarming news. In summer 1939 with the Sudeten crisis we were afraid there would be complications.

- Q. And you mean to say that today, according to your honest conviction and under oath, you consider your statement of July 1945 to be false or at least misleading that it was the aim of the German government, with which industry fall in, to make the German army "allmaschtig" (supreme)?
- A. I object to the word "allmaechtig" (supreme).
- Q. As it stood in the English text, "supreme?"

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- A. In that form I can't deny it, for it was repeated. in countless speeches of contemporary leaders of the Reich that it was their aim to build up the best army in the world.
- Q. Then I don't understand why you are trying to represent your statement of July 1945 as the outcome of coercion and depression?
- A. The question, as you have just put it, and to which I replied, gives a very different impression from what a third person or you yourself must get on reading the record. Give me a copy of the record and I will tell you what shades of meaning I have especially in mind. I don't remember so well from memory.

TRANSLATION OF DOCUMENT NOTHI -12389

- Q. I asked you yesterday already how do you feel you are treated this time in prison?
- A. In reply to that question I can only repeat what I said yesterday, I won't go into details about the 4 days which -

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TRANSLATION OF DOCUMENT FO. NI-12389 CONT'D.

Q. Ho, just talk about the Nuernberg prison!

- A, I said that life is hard here in the prison, but I have no complaints.
- Q. And as far as your interrogation here in particular is concerned, I asked you yesterday whether you feel that what you tell me here is what you really

(page 11 of original)

feel, and is stated by you without any coercion, or whether you feel yourself under coercion or any kind of pressure in this interrogation, too?

- A. Ho, I said I didn't yesterday, and I repeat that today,
- Q. Do you feel that other affidavits besides the one you object to on 17 July 1945 were given under pressure or against your will, and that you said something other than what you really meant?
- A. I should like to point out first of all that "pressure" is perhaps not the right word. After those months of horror and unfair treatment in prison I was especially depressed, most of all because of the uncertainty of not knowing what would happen to each of us. The cause of my actual complaint was the record of 17 July 1945. I believe I remember that in one of the other records too a shade of meaning is not expressed as well as I would have liked.

- Q. Now I will come to Poland. Please give me a short description of what happened in September 1939 without going again into the historical details of the situation of the Polish chemical industry. I should just like to know how the Polish factories cane to be taken over on a trusteeship basis and then as the property of I.G. Farbon.
- A. At the beginning of September, some 10 days after the outbreck of war it may have been, the I.G. wwired the Reich Hinistry of Economics and suggested that they should make people available -

TRANSLATION OF DOCUMENT NO. NI-12389 CONT'D.

9. That doos | they | mean? I.G. ?

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A. The I.G. Chiefly in order to safeguard the stocks of drestuffs in Poland which fell into the hands of the Germans as the German troops advanced. It was -

TRANSLATION OF DOCUMENT NO.NI-12389 CONT'D.

- Q. I should like to stop there a minute. The telegram then was sent at a time when the factory had not yet been taken?
- A, I believe Lodz was already in German hands.
- Q, Not the others? Not yet Warsaw?
- A, Not yet Warsaw,
- 3. So I.G. offered its experts. What do you think was the object?
- A. First, to safeguard the dyestuff depots.
- 3. For what purpose?

(page 12 of original)

- A. To prevent them being treated wrongly or cut off in any way from normal use.
- Q. That kind of use do you mean?
- A. For military economy. For you must consider the way things stood at that time, and the impression we had in Frankfurt that when the western powers had declared war the dyestuff production which that is, with the exception of the Wolfen dyestuff factory was concentrated in western Germany, that is, on the Rhine and Main, would soon be in grave danger owing to military operations, and dyestuff deliveries would be held up. Ludwigshafen lay within the range of the French guns.
- C. How did the Reich Ministry of Economics react?
- A. If I remember rightly, there were talks in Berlin. Whether
 Herr von Schnitzler was in Berlin I can't tell you now.
 Representatives of the "Zefi" (Central Firance Department)
 may also have been there. There were talks with the Reich
 Linistry of Economics and round about the middle of September the latter received a written report on the situation
 in general in the dyestuff field in Poland. The conversation
 in the Reich Ministry of Economics were most probably
 carried on with Mulert and Hofmann.
- 3. The was the driving force in this conversation? Who had the initiative?
- A. Cortainly the I.G.

TRANSLATION OF DOCUMENT NO.NI-12309 CONT'D.

- Q. And what was the result of the conversations ?
- A. The result was that Schwab and Schoener were appointed as public commissioners.
- C, They were I.G. people?
- A. Yos, they were I.G. people. A technician and a business man.
- Q. In the course of these negotiations with the Reich Linistry of Economics was any consideration given to the Polish Property of these plants? Did it play any part in the negotiations?
- A. I believe that in the middle of September already it was clear that it was the intention of the government to sequestrate the whole of Polish industry. The I.G. at that time already certainly entertained the idea of acquiring one or other of the plants, but in my opinion the question of an acquisition in connection with the Reich Ministry of Economics had not yet been discussed at all, and the appointment of public commissioners took place so far as I know with the express injunction that the fact of the choice of I.G. representatives as public commissioners should not prejudice any future settlement with rejard to property.

(page 13 of original)

- G. Herr Kugler, do you remember that you yourself, I mean the I.G., spoke in one case of this property, once in the case of Volc?
- A, Spoke in what way?
- C. That after all it belonged to other people?
- A. We are talking about the sequestration of the whole of Polish industry.
- Q. Do you remember any more about your pointing out to the Reich Hinistry of Economics that Wola was under so-called "non-Aryan" ownership?
- A. The remark, I remember, was even taken up in the "Weltbuehne" and in the I.G. files in Frankfurt I read the letter
 dated 14 September, where reference is made to ownership
 conditions in the case of Wola, just as in the case of
 Z ierz it says who the owner is.
- Q. Herr Kugler, do you think that the expression "just as"

14 -

TRANSLATION OF DOCUMENT NO.NI-12389 CONT'D.

which you have just used, is a fair one? Do you really mean that you put these two cases side by side in your letter because they referred to the same thing?

- A. Yes, I believe so. It said who the owners of Zgierz and the other Polish factories were.
- 3. We must stop here.

Stonographer Emma Narr

Hr. Pondolph H. Nowman

Horr Dr. Hans Kugler

(signed) Emma Narr

(signed) Randolph H. Nowman

(signed) Dr. Hans Kugler.

CERTIFICATE OF TRANSLATION

I, DCROTHY E.PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 12389.

15 November 1947

signed: DOROTHY E.PLULIER USFET 482. MILITARY TRIBUNAL NO. _____ = 57

English



INDEX TO DOCUMENT BOOK LVII

COUNT II - SPOLIATION F R A N C E (FRANCOLOR).

Exhibit No.	Document	Description of Document	ego Io.
	1155LPs	Notice about conference in Goe- ring's headquarters of June 19, 1940, dated June 20, 1940; critizising the attempts of German industry to already take over enterprises in occupied territory.	1
	NIL11374	Affidavit by Schlotterer, 29 September 1947, a.o., on the policy of the Reich Ministry of Economics in 1940 concerning acquisition of participations in occupied territory.	4
*	NI-6841	Copy of letter from Pruofungsstelle Chomische Industrie, signed Unge-witter, to Farben, 19 June 1940: asking Farben to propare a survey of international cartels, conventions, etc. in which German industry participates.	7
	NI-6842	Report Kufuss (Farbon director, Direktionsabteilung Frankfurt) on Hinisterialdirigent Schlotterer's request to receive Farbon's survey, 2.0.7 on France, 19 June 1940: reports the occasional remark of Dr. Ungewitter (of Fruefungsstelle Chemische Industrie) that Farben might lead the European dyestuff production after the war.	9
	NI-4897	Letter from von Schnitzler to the members of the K.A., 24 June 1940; calling a meeting on June 28/29, 1940, for preparing a program for the European chemical industry as Farben conceives it:	1
	HI-6293	Copy of minutes of K.A. meeting, signed von Schnitzlor/Frenk-Fehle (Farben director), June 28/29, 1940: a.o., giving a detailed description of all steps taken in preparation of "New Order" report.	12
		-1- \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	

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genuineness of document

of 10 October 1940. Document contains handwritten remark of Kramer

of 11 May 1947 authenticating

HIL879 Copy of letter signed von Schnitzler to Hinisterialdirigent Hulert, 23 October 1940: recommending that negotiations be now taken up with the French at Wiesbaden.

NI-5810 Copy of Farben's office memorandum, 31 October 1940, "Concerning the Internal Discussions with regard to French Dyestuff Industry": discusses, a.o., pro and contra for Farben acquiring a 51% share in the French chemical industry.

tative, of 17 January 1941, on his meetings with Joseph Frossard of Etablissements Euhlmann and Fainvin, during the occupation Director General of the French Societé d' Electrochimie d'Ugine, (14 January 1941). and Frossard (16 January 1941).

M- 1019 high Garrier Carrier welder

- 4 -(END.)

TRANSLATION OF DOCUMENT NO. 1155-PS OFFICE OF U.S. CHIEF OF COUNSEL

Berlin 20 June 1940

Chief Ro. (Raw material)

()

TOP SECRET

5 copies 1st copy

HOTICE

About the Conference in Headquarters of General Field Marshal Goering, 19 June 40

- 1.) It is the desire of the Fuehrer that the emphasis on armaments be now transferred to the Air. The Navy will be second in line. In the first place all available economic forces are to be employed in strengthening the armaments for air.
- 2.) Emphasis is to be placed on the dispatch to the Reich of raw materials found in occupied torritories. A special commissioner is to be appointed for the seizure of scrap materials. Lt General Thomas explained briefly on the already effective appointment of Caputin Schu for Holland and Belgium. General Field Marshal Goering has agreed that he should also conduct the seizure of scrap materials in France. His domain of activity should be extended not alone to steel scrap but also to all other scrap. In the agricultural field, the confiscation and transportation to the Reich of livestock from Morthern France and Belgium is emphasized. Confiscation of livestick argument the Flemish population is to be avoided. The REM is to appoint a special commissioner to supervise the activity of the specialists (Referenten) for agriculture with the Military administration. The garrison troops are to be employed extensively in agriculture.
- 3.) The solution of the traffic problem in Germany is an especially important task. General Field Marsaal Georia, intends to appoint a Planipotentiary General for Traffic, in the near future insufar as the RVM is not able to achieve an essential improvement in the traffic situation shortly.
- 4.) The endervour of the German industry to take over enterprises in the occupied territory now elresdy must be rejected in the sucrpost manner. Travel of industrialists into the occupied territory must not be permitted for the present.
- 5.) In reference to Hellend, a continue policy is to be followed. It is contemplated to leave moblend independent, however to combine it closely with the Reich. The Durchmen should manage independently, however Getter influence in the economic fields should be strongthened by all means, according to information of Minister FUNK, at present the following is still available in hellend:

300 Million Works in Gold 200 Million Works in Foreign Exchange.

6.) General intentions in respect to the political development:
Luxemburg shall be incorpor ted into the German Reich, Forway shall come to
Germany. Alsace - Lorraine shall again be included in the German Reich, an
independent Broton state shall be created. There are still intentions under

consideration in reference to Belgium, the special treatment of the Flemish, foundation of Burgundy state.

- 7.) General BUERRMAIN small report to the headquarters of the Generalfoldmarschall as inspector for the tasks of the Four Year Plan in the occupied territories.
- 8.) The Quartermaster General shall be given the mission to take special care for the protection of the art treasures in the occupied territories and to take care of the guarding of national property.
- 9.) Mineral Oil: It can be recognized from the activity of the Royal Air Force during the last days that it is attempted to nit our fuel supply decisively by increased attacks on the mineral oil producing industry and gasoline storage dumps. Therefore everything must be done in order to decrease the effects of such attacks as much as possible.

The mineral oil factories and fuel dumps will guarded more strongly with anti-aircraft artillery in the near future. For that, withdrawel of part of the anti-aircraft corps from the front.

The stores are to be decentralized at once as much as possible by the Reich Ministry for Economy (filling of gas stations, the "Wife-Leger" and the civilian storage dumps East of the Elbe).

Special care is to be taken that the stocks of the fuel factories are kept at a level as low as possible. Increased security measures are to be introduced at once in the civilian storage dumps.

TRANSLATION OF DOCUMENT 1355 98 (cont'd)

Distribution:

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Chief of the Office / KTB (kgr Journal) 1. Copy

Chief of Staff / I a (operations) 2. " (illegible signature) 27/6

Vi (Economy) 3. " (illegible signature) 21/6

Rue (Armament) 4. " (illegible signature) 21/6

Ro (Maw material) 5. " (signed) Mueller 21/6

28 Feb 46

CERTIFICATE OF TRANSPATION OF DOCUMENT NO. 1155-PS

I, T/3 CHARLES A. MOOSHAMM, 12141925, hereby contify that I am thoroughly conversant with the English and the German languages; and that the above is a true and correct translation of Document No. 1155-198.

T/3 CHARLES A. HOOSHANN 12141925

AFFIDAVIE

I, Dr. Gustav SCHLOTTERER, born on 1 March 1906, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

1) Position from 1934 on:

On the recommendation of Krogmann, who was at that time Mayor of Hamburg, Dr. Schacht - then Reich Minister of Economics - offered me a post in the Reich Ministry of Economics at the end of 1934. I accepted. At the beginning of February 1935 I was appointed Ministerialrat and made chief of the Latin America section. From October 1936 to February 1937 I conducted negotiations in South America with Argentina, Chile, Uruguay and Brazil.

When Funk took over the Reich Ministry of Economics he reorganized the establishment. The Departments of Trade, Export and Foreign Exchange, which had hitherto functioned as independent sections, were merged into one central Department of Foreign Trade. This was taken over by Unterstaatssekretaer von Jagwitz, on Goering's recommendation. I was put in charge of the Export Department, but I was also consulted on all other questions of importance by the new Chief of the Central Department, von Jagwitz, who felt that he himself did not possess sufficient expert knowledge. In the end he made me his permanent assistant. After the outbreak of war one of my more important tasks was the examination and collection of suggestions for the New Order of European Economy after the war.

2) Economic Policy towards France after the Armistice:

after the Armistice, the Reich Ministry of Economics considered the question of what form a peace settlement could and should take from the economic point of view. In this connection we also held conferences with representatives of German industry. As regards I.G. Farbenindustrie, I remember talking to Herr ILGNER and his colleagues KRUEGER and TERHAAR - among others. Unfortunately, I have forgotten all the details of those conferences. I could not even state with any degree of exactitude the general lines followed by the conferences. I vaguely remember that Farben declared that the treaty of Versailles had robbed Farben of its French interests and of its patents and licenses situated in the French sphere of interest and had in this way forced it off the French market. They considered that this had split up the two markets. Farben wanted a guarantee that if it again allowed its licenses, patents and production secrets to go to France, this could not again rebound against its own interests. I also know that Farben submitted to us a detailed expose of its ideas on the peace settlement, arranged according to countries, but I no longer remember the contents in detail, nor do I

TRANSLATION OF DOCUMENT No. NI = 11374 OFFICE OF /U. S. CHIEF OF COUNSEL FOR WAR CRIMES (CONT'D)

know what agreements Farben afterwards made with the French dyestuffs industry. I only know that such an agreement existed; but I was not entrueted with its enforcement and I do not know how this was done.

I may say, generally speaking, that at that time after the offensive in the West - many circles in Germany
made frantic efforts to obtain interests abroad and tried
to secure capital participations in any circumstances and
by any means. After a long period of restrictions, they
saw the sluice gates opened and thought that the time had
come to "go all out". We of the Reich Ministry of Economics,
on the other hand, believed it our duty to restrain these
efforts and not to spur them on. In the face of the overanxiety of industry to acquire capital participations in
the West, I myself also uttered warnings against pressing
matters too much. For political reasons, I was naturally
unable to assume a definitely negative attitude; on the
contrary, I also had to hold out

(Page 2 of original)

some sort of positive prospect. In any case, I have always believed that reasonable foreign participations, obtained through voluntary agreement, should be regarded favorably. The Reich Ministry of Economics found a way out of the difficulty by saying that in reasonable cases - and only if the foreigner agreed and no pressure was required from the German side - we would support the German purchaser. I am quite sure that this was my principle at the time and that I followed it in practice. I am so sure of this that I consider that any expressions to the contrary which may be attributed to me must be untrue. This attitude was known to the military administrations in the West.

3) Economic Policy towards Russia after June 1941:

For about 22 years, starting from the beginning of summer in 1942, I was mainly concerned with the East. entered the army with the rank of Kriegsverwaltungschef (Chief of Civil Administration in occupied territory) corresponding to my civilian grade of Ministerialrat. After a temporary assignment in East Prussia, I went back to the Reich Ministry of Economics in Berlin and handled Eastern affairs in personal contact with Wirtschaftsstab Ost (Economic Staff East). Wirtschaftsstab Ost may be described as a military economic organization, subordinated to the Four-Years-Plan in economic matters and to the High Command (OKW) in military respects. In this connection I use the term "Four-Years-Plan" as referring to the Wirtschaftsfuehrungsstab Ost (Economic Leadership Staff East). This institution was directly subordinated to Goering; it was composed of the Staatssekretaere (acting heads) of the different economic departments - notably the Staatssekretacre of the Ministries of Transport, Labor, Food and pro-bably Armaments as well - and was headed by Goering and his deputy, Staatssekretaer Koerner. The Four-Years-Plan itself, as proclaimed in 1936 by Hitler's decree, was not

really a plan at all and cortainly not an organized system. From the standpoint of 1936/1937 it might be generally tormed an operation intended to push ahead all branches of production which could serve the German armaments industry. Gering's official instructions on economic policy in Russia were to the effect that the maximum economic exploitation of grain and oil was to be effected in this area. Everything else, we were told, must take second, third or fourth place. Although the area was intended to supply the German army and the German war economy generally, the essential commodities were grain and mineral oil. Although, as far as I remember, no special instructions were given to us, I know, for instance, that Reich Food Minister Backe held the opinion that as the food sector was concerned the interests of the Russian population must give way to the procurement of a surplus for the German population.

I have no exact information on the Eastern or Monopoly Corporations established at that time. I do not even
know the names of many of them. Chemie-Ost G.m.b.H. does
convey something to me, but I do not know what particular
assignment was entrusted to it. It probably had to take
care of the chemical plants in the East - i.e. to send out
plant managers, operate plants which we were able to put
into production again in Russia, etc. I have no exact information on their establishment, as I was myself in the
East at the time this establishment took place and the corporation was already in existence when I returned.

I have carefully read each of the 2 (two) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the full truth to the best of my knowledge and belief.

(Signature) Dr. Gustav SCHLOTTERER

Sworn to and signed before me this 29th day of September 1947 at Palace of Justice, Nuernberg, Germany, by Dr. Gustav SCHLOTTERER, known to me to be the person making the above affidavit.

(Signature) Randolph H. NEWMAN, Attorney U.S. Civilian AGO B397712

Office of Chief of Counsel for War Criies, U.S. War Department.

CERTIFICATE

I, Mona A.M. Macleod, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document NI - 11374.

30 September 1947

Mona A.M. MACLEOD MEP 38347

TRANSLATION OF DOCK ENT NO. NI-684 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIEFS

Firm

6

19 June 1940

I.G. Forbonindustrie A.G.

c/o Director Heider

Frankfurt n/Main 20

Very urgent!

B/8

Chemical Industry in France, Belgium/Luxembourg, Switzerland, Netherlands, Denmark, Norway, Sweden, Finland and Hungary.

Dear Director Heider -

I. Due to a special order of the Reich Minister of Economy, surveys on the international "interlocking cartels",

(Kartellverflechtungen) conventions and agreements between the German industry and the industries and the above-mentioned countries are to be transmitted very shortly, along with the verbatin text of the agreements. Those cartels and conventic a which have been dissolved or suspended since the outbreak of var are also to be registered.

Information is requested especially on <u>contractual wo-ducts</u>, <u>members</u>, <u>business management</u>; furthermore, <u>decumentary</u> material on conventions between German and forci n a encies, also agreements between individual firms as to <u>price</u>, <u>quantity etc</u>.

Due to the large amount of material, it will be advisable first to give only a <u>summary survey</u> of the contents of these agreements, in telegram style if possible and dealing with the points indicated above. Please do not send the verbatim agreements for the moment.

(prio 2 of Document No.NI-6841)

I should be glad if you would see that these documents pertaining to the conventions etc. known to you are substitued to my by such German members of the convention as were in

TRANSLITTON OF TOOUR INT NO. NI-684

charge of the natter. I have at the same time contacted the following firms:

C.F. Bochrin er & Scenne GabH, Mennheim-Valdhof,
C. H. Bochrin er Sohn, Ingelheim a/Rh.
Ryk-Guldenwerke A.G., Berlin NV 40,
Chem, Fabrik Joh. A. Benckisor GabH, Ludwigshafen,
Chem, Fabrik von Heyden AG., Radebeul - Dresden,
Doutsche Gold-und Silber-Scheide-Anstelt, Frankfurt a/Min
Knoll A.G. Ludwigshafen,
E. Merek, Dernstadt,
J.D.Riedel - e. De Haen A.G. Berlin-Britz,
Schering A.G. Abteilung Chemic, Berlin V 55.

II. In addition the Reich Minister of Economy wishes a chart of the international "interlocking cartels" in Europe without German participation. I suppose that by re san of your knowledge of the market in the domain of chemistry you are requainted with some at least of these companies.

I would be very much obliged to you if the documents concerning I and II could be sent to me in duplicate as seen as possible after completion, as the period allowed me is extremely short (2-week limit).

Heil Hitlor!

Examinia Board of the Chemical Industry

The Reich Dela ate

(Steam signature) Un owitter

(Marginal handwritten Motations illegible)

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CERTIFICATE OF TRUNSLATION

I, MONA A.M. MAGLEOD hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Mo. MI-8841.

MONA A. I. HIGLECD H.E.P. 3-347 U.S. Wer Department

June 23, 1947

TRANSLATION OF DOCUMENT NO. NI-6842 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

Management Division Farben

(

Strictly confidential

Frankfurt/Main, 19th June 1940

Memorandum f files

Preparations for the reshaping of the economic relations in postwar Europe

The deputy chief of the Examining Board (Prüfungsstelle) of the chemical industry, Mr. Born, gave the undersigned the following confidential information:

Ministerial direktor Schlotterer was nominated General referent

(general expert) for Demobilization in the Reich Ministry of Economy.

Ambassador Ritter was entrusted with the same task by the foreign

office. The Examining Board of the chemical industry was commissioned

by Mr. Schlotterer to submit to him as soon as possible a survey of

the chemical industry in the following countries:

France Switzerland England Holland Belgium Denmark Norway

Special attention was to be paid to the cartel relations, the degree to which German firms participate in them and the extent to which they have developed without German participation.

Mr. Born asked for a condensed report on the three-party and four-party cartel and its relations with other European dyestuff producers to be sent to him for the Sperte.

If Farben had any special suggestions to make with regard to the lines on which the manufacture of dye-stuffs was to be organized in future in the countries in question, it would be useful if they would bring them forward on this occasion. (It was stated in confidence that Herr U. remerked during the conference with Herr B. that European dye-stuff production after the war would probably be under the

TRAUSL : ION OF DOCUMENT NO. NI-6842 (CONT'D.) OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

management of Farben).

At Mr. Born's request Director von He'der for the chemical sector was notified to this effect. Following the discussion with Mr. Porn, Mr. Henco asked the undersigned to have a talk with him; and discussed in particular detail relations with the Swirs dycatuff industry. The undersigned informed Mr. Henco of the present situation, namely that although Switzorland had discontinued its sales to cortain Eastern and South Eastern European countries with which it had no clearing agroement, or with which the Swiss clearing functioned badly, that it had, however, maintained its deliveries in full to the important markets of France, England and USA, through-local production places. and had been enabled by its large stocks of supplies to do business on at least the same scale as hitherto in all other countries -- i.c. where it had not taken over part of our business in the countries with which Germany ceased to deal or "count of the wer. In regard to our future policy towards I.G. Basle, the undersigned stated that this would depend very largely on the attitude to be edopted towards Switzerland by the Brich with regard to economic policy generally.

(handwritten signature)

Kufuss.

END

CERTIFICATE OF TRANSLE TOU

I. Hona A.W. Maclood, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-6842.

Mona A.M. Macleod M.E.P. 38347

9 July 1947

10

Dr. Georg von Schnitzler

Frankfurt on Main, 20, 24 June 1940

To the members of the Commercial Committee:

Director Dr. ter Meer Director Dr. von Knieriem, Kinisterialrat a.D. Dr. Buhl, Director Dr. Anderhub, Director Bachmann, Frankfurt on Main, 20 Ludwigshafen on Rhine Frankfurt on Main, 20 Wiesbaden-Biebrich Knapsack near Cologne.

Gentlemen!

On the 21st of this month, the office of the Commercial Committee sent out invitations for the next meeting of the Connercial Committee on 23 and 29 June this year in Frankfurt on Main. I include a copy of the invitation for those gentlemen who, although not members of the Commercial Consiste are herewith cordially invited to be also present on 23 June. The main topic of our conference, described under No.1 of the agenda as "Report on Economic Policy" (irtschaftspolitischer Bericht) is the discussion of the problems of economic policy that were made pertinent through the speedy development of the events of war in the west. A specific inquiry has been received from the Reich government requesting that in the shortest possible time a program be developed outlining a system to be established by, and based on, the impending peace treaty, and covering the entire European interests in the fiel of chemistry. The problem is being considered not only in regard to the relationship with the countries still at war wit Germany, but also in regard to those countries which are alliewith Germany or which are still neutral. The inquiry deals therefore definitely not only with the future treatment of England and France, but to an equal extent with the South Eastern Area and with Italy.

The above-mentioned gentlemen, ter Teer, von Knierien, and Buhl, have already agreed to participate in the conference May I ask, also in the name of Geheimrat Schmitz, Drs. Anderhub

and Bachmann to be present.

I also request the heads of the other Sales Combines, except dyes and chemicals, to inform their technical assistants of the date, to leave it up to them whether they wish to consider attending the conference.

(signed) G. v. Schnitzler

CERTIFICATE OF TRANSLIT ON

I, JOHN J. BOLL, AGO No. A-444412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-4897.

JOHN J. BOLL, U.S. Civilian, AGO A-444412.

EMD

TRANSLATION OF DOCUMENT No.NI-6293 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Chairman

initials

MINUTES

on the 33rd Meeting of the Commercial Committee on Friday 28 June 1940 at 10 a.m., and on Saturday 29 June 1940 at 9.30 a.m. in Frankfurt/Main, Grueneburgplatz.

The following were present:

von Schnitzler

Anderhub

Borgwardt

Buhl

Eckert

Fischer (Fritz)

Frank-Fahle

Gattineau

Haefliger

Hanser

(3)

Heider

Horstmann

Ilgner

Kuepper

Kochler

Knieriem

Krueger

Kugler

Lore

Mann

ter Meer

Mueller

Oster

Otto

Terhaar

Waibel

Teber-Andreae

Weiss

1.) Economic Folicy Report.

Dr. von SCHHITZLER gave a brief survey of the main reasons for calling the meeting on a larger scale, and showed why it was necessary to have an immediate discussion of the effects on industry and industrial policy of the political reorganization which is to be expected.

After Dr.KRUEGER had made a report on the meeting which took place on 19 June 1940 in the Reich Group Industry (Reichsgruppe Industrie) in connection with these questions, and Dr.TERHAAR had made a survey on the

TRANSLATION OF DOCUMENT No.NI-6293 CONTINUED

(page 2 of original)

economic situation and the organizational preparations connected with it, and after a detailed discussion, it was decided to investigate the following circumstances:

I. - Establishing economic losses.

(in)

The direct losses which the legal prodecessors of the I.G. and its Konzern Companies suffered through the Treaty of Versailles:

a) in France and her colonies,
 b) in England and in the Empire

c) in the rest of the world.

Branch factories and sales combines which were sequestrated count in particular as direct losses, also confiscated stores, seized outstanding debts, claims, bank credits, securities etc., goods transmitted which went astray during the World War or were destroyed, losses of personal property, and losses through the confiscation of patents and trade-marks. (The last item refers only to those sums which can be specifically evaluated, as, for example, the amount at which a patent was auctioned by court order to the credit of an allied power.)

Frankfurt was charged with the preparation of the statements to be made with regard to 1. The management of the dyestuffs section and the management of the chemicals section will keep in touch with the Central Bookkeeping Department and will work, in Frankfurt, on the material available from the statement of losses at the Reich Indemnity Office (Reichsentschaedigungsamt) for war losses and will make any further necessary enquiries. A statement should also be drawn up, showing the extent of compensation given by the Reich.

The statements which are to be made from Frankfurt cover the group, of the former I.G. firms. The corresponding statements for the Konzern Companies are to be made by these companies.

2) The indirect losses which the logal prodecessors of the I.G. and its Konzern companies suffered from the implementation of the Treaty of Versailles in the territories named in sub-para.l.

Such losses are to be understood as direct losses, which have been caused, in particular, by:

discrimination in economic regulations, e.g. the most favored nations clause,

tariff policy directed against Germany,

TRANSLATION OF DOCUMENT No.NI-6293 CONTINUED

(page 3 of original)

quota policy,

special licences policy,

rights of domicile,

Tax policy

compulsory declaration of country of origin,

measures with regard to patents and trade-marks,

establishment of national industries which have replaced former German imports and which in addition injure the quantity of German imports by third countries.

losses due to decreases in the home market resulting from territorial changes brought about by the Treaty of Versailles.

It is quite clear to the Commercial Committee that it will be impossible to evaluate specifically the indirect losses for the period between the conclusion of peace and today. Rather, it will be a matter of showing, perhaps from available comparative production figures, export and market participation statistics, the extent and significance of the changes which have taken place, and the injury done. It is, for instance, the intention of the Dyestuffs Sparte to compare their share in world production and in world dyestuffs export before the world war with their share in world production and in world dyestuffs export at the outbreak of war in 1939, citing the amounts and values of the total quantities concerned. This numerical comparison is intended to demonstrate summarily, the extent of the alterations which have occurred and their detrimental effect on the above-mentioned factors.

The statements to be made with regard to 2) are to be dealt with by the Sales Combines and by the Directors of the Konzern Companies.

3) The lesses which the legal predecessors of the I.G. and its Kenzern Companies suffered when carrying out the Armistice terms of 11 November 1918, in compliance with the regulations of the Feace Treaty of Versailles and through the battle of the Ruhr.

These losses are, in particular, damage to and destruction of factories, confiscation of goods. in factories, customs duty payable for transfers from occupied to unoccupied territory, injury through the delivery of reparations.

Distribution and compilation of material as in 1).

TRANSLATION OF DOCUMENT No.NI-6293 CONTINUED

(page 4 of original)

 Direct and indirect war damage, caused since 1 Suptember 1939.

Hatorial extent and statement of damage as in 1 and 2.

Compilation of the material by the Sales Combines and Konzern Companies and by the plants, in so far as damage to plants is concerned.

II.- Suggestions by the I.G. and its Kenzern Companies for economic reorganization.

- Attitude to questions, the settlement of which will prosummbly take place within the scope of the general regulations of the pance treaties and treaties connected with them:
 - a) measures of commercial policy, such as
 customs,
 quotas,
 special licenses,
 certificates of origin and compulsory
 declaration,
 compulsory registration,
 - b) Foreign currency measures,
 - c) Questions pertaining to the right of desicile, and in particular questions of establishing plants, Tabor permits,
 - d) Taxation measures
 Prohibitive taxation and
 - o) Questions on the law of patents and trademarks

Double taxation

- f) Acquisition of licenses, processes and technical experience,
- g) Taxation of industrialisation,
- h) Nothod of treatment of the participation of foreign firms in Germany,
- (uestions crising from the control system of the enony armaments industry in the chemical sector and its internal connections,
- k) Questions regarding the transfer of the legal residence of international cartels and other organizations,
- Frocurement of rew materials and questions connected with this.

"ith regard to the above questions, all offices of the I.G. in question and Konzern Companies are asked for suggestions on all antters in which they are concerned.

15

(page 5 of briginal)

 Proposals which concern the I.G. exclusively, and which would have to be governed by special regulations and agreements.

Examples of such concrete proposals were discussed within the scope of the meeting for all Spartes and the purchasing Board.

For the time being these proposals are to be prepared according to countries, in the following order:

- a) France
- b) Belgium/Luxomburg
- c) Holland
- d) Norway
- e) Denmark
- f) Poland
- g) The Protectorate
- h) England and the Empire.

Proposals which concern other countries are to be prepared in such a way that particulars on enemy property, prepared by the Economics Department, are to be sent to the Torks Combines for an opinion.

all results of investigations into 1) and 2) are to be passed on currently, as they are reached, to the members of the Commercial Committee as well as to the gentlemen invited to the 33rd meeting of the Commercial Committee, and the Mipo. The Wipo, which is associated with the Offices in all these questions, is available to all the I.G.-Offices and the Konzern companies for special information, and when new questions arise, will contact the offices concerned.

An attempt must be made to evaluate and collect material on all questions concerning France by 15 July 1940. It was therefore agreed that all offices concerned should place at least all material on France, before the members of the Commercial Committee as well as before the gentlemen invited to the 33rd meeting of the Commercial Committee and the Tipo by 10 July 1940 at the latest. A conference is to take place during the week beginning 15 July 1940, in which the experts of the Commercial Committee and of the Konzern Companies will take part.

These above mentioned preparations, in so far as they concern Southern Europe and Scandinavia and the Baltic area, are to be prepared in special discussions; for Southern Europe - provided the technical officials are in agreement - at a Southern-European Committee meeting to be called for 10 July 1940 at 9.30 a.m., at Earlin W 7, Unter den Linden 78, and for Scandinavia and the Baltic area at a discussion to take place on the same day at 1600 hours,

(page 6 of original)

under the direction of Dr. ILGNER, and in which the appropriate gentlemen of the Sales Combine are to take part.

In connection with the fact that Industrial Groups and other industrial trade organisations make enquiries of many I.G. Offices and the Fonzern Companies, about the reorganisation of Europe, the Commercial Committee decided that before they were answered, the Tipo was to be informed in every case of enquiries of this kind, so as to ensure uniformity of answers by all I.G. agencies and offices.

2) The Mobilisation Project (M.-Frage).

Names and addresses of importance in connexion with this project are to be sent to the Department for Military Economy, Berlin M' 7.

3) Participation of the I.G. in German and Foreign Pairs.

After Dr. von SCHNITZLER had demonstrated the importance of fairs at hume, it was decided that in spite of the contral importance of Leipzig, exhibits are also to be made at important fairs of a regional character. It was established that in pursuance of the decision made at the 15th meeting of the Commercial Committee on 7 October 1938, participation in the Koenigsberg fair was to be maintained at all events, and that appropriate exhibitions were also to be made at the Vienna autumn fair.

In this connection, Dr. von SCHNITZLER and Herr OTTO are to discourse about the value of publicity and its practical execution.

4) New Construction and Questions of space.

There is complete agreement that there are no objections to pulling down immediately the building in Berlin, Am Karlsbad 28/29.

5) Colonial Planning.

Dr. FRANK-FAHLE reports on the measures taken by the Offices, and points out that the Sales Combines are represented in Africa by foreign firms to a great extent. The Commercial Committee is of the opinion that with regard to the reorganisational plans discussed under point 1), considerations and preparatory measures must be made by the I.G. Offices as well. Consequently it was decided that an Africa Committee should meet for this purpose, consisting of members of the Sales Combines and of officials of Berlin N. 7, whose first meeting should take place on 11 July 1940 at 9.30 a.m., in Berlin N. 7, Unter don Lindon 78.

(page 7 of original)

Furthermore, the journey to Africa of Herr SAXER and Herr LANDWEHR, which was decided upon at the 16th meeting of the Commercial Committee, is to take place as soon as conditions allow it.

In view of the increasing importance of the colonial-economic research, the Commercial Committee recommends an increase in the subsidy to the Colonial Economic Committee, from 5.000 Reichsmarks to 10.000 Reichsmarks.

6) Italy.

Dr. FRANK-FAHLE reported on the discussions which Herr PASSARGE had with Professor GIORDANI, President of the I.R.I. (Institute for Industrial Reconstruction), after his lecture at the orders of the German-Italian Student Society on 5 June 1940 in Naples. These discussions were at the request of the Italian Society for Technical and Cultural Exchanges with Germany. The questions arising from this will be discussed in detail. In this connection, Dr. TER PERP. underlined the experiences which he made during his negotiations with Italian Partners.

7) Belgium, Holland.

Dr. von SCHNITZLER reported on his journey to Belgium. Mr. OTTO discussed GEVAERT's position under the changed conditions.

8) Sweden, Finland.

Offices and the Finnish Governmental delegation, as a result of which a certain quantity of nickel are is to be guaranteed to the I.G. for German requirements through a trade treaty shortly to be concluded between Germany and Finland. In this connection, the relations with the International Nickel Corporation and the future ownership conditions of the Petsamo will be discussed.

9) Hiscellaneous.

a) Afghanistan.

Mr. MAIREL reports on the development of our export trade to Afghanistan in the field of dyestuffs and pharmaceuticals, and on the wishes of the government there with regard to the reorganisation of the sales organisation. It was decided to try and maintain the present conditions and only to set up a representation in Kabul for dyestuffs, chemicals and pharmaceuticals if really necessary.

b) Courier Service Abroad.

Owing to the increasin use of the couriers of the Foreign Office for sending I.G. anttors abroad, it was decided that the Association of German Courier Amployees (B.d.K.A.) should be informed in good time, not only of the journeys abroad of the directors, which, according to a decision made at the 3rd meeting of the Commercial Committee on 7 October 1937, are already being reported for other reasons,

TRANSLATION OF DOCUMENT No. NI-6293 CONTINUED

(page 8 of original)

but also of all journeys abroad by I.G. employees, so that the official Courier Service will be relieved accordingly.

Furthermore, a positive: attitude should be adopted with regard to the proposal by the Foreign Office for setting up an Industry-Courier-Service.

c) Supplying information to the Press on business reports and business events.

Publications in the Frankfurter Zeitung, which did not originate from the news agency in conformity with the Ministry of Propaganda, give occasion to refer to the fact that all information to the press is to go through the news agency in Berlin No. 7.

d) Future Business Executives for the Southeast.

The Central European Economic Diet has furnished stipendia for two-year special courses to train future Business Executives from the Southeast at the Hochschule for World Trade in Vienna. The Commercial Committee has decided to take part in this with a total of 50.000 Reichsmarks, with the proviso that 25 stipendia are to be given to sons of business associates of the I.G. and of persons closely connected with the I.G. - primarily with regard to the possibility of obtaining replacements.

e) Institute of Culture in the Southeast.

German institutes of Culture have been founded in various countries in the Southeast which, in contrast to Franch and English organisations, do not spread propaganda in the superficial sense, but are for the study of the essential nature, culture, economy and science of these countries. The character of these Institutes is to be mainly scientific.

In place of the various organisations which have hitherto been active in the Southeast, the Cultural Institutes are to unite all endeavours towards political and cultural rapprochement and form a centre of gravity for all inter-state organisations.

These Cultural Institutes will be financed by the Reich; the Foreign Office has however approached Industry. Aith reference to the special importance of this Institute with regard to the questions of reorganisation of Europe discussed under 1), the Commercial Committee approves an application to the Central Committee (Z.A.) for a contribution of 25.00 Reichsmarks for the above purposes.

The next meeting of the Commercial Committee is fixed for
Thursday 18 July 1940 and Friday 19 July 1940 at 10 a.m. in Frankfurt/
Enin, Gruonoburgplatz.

Berlin 1 July 1940

FF/Bs 33/40 Signed von SCHNITZLER signed FRANK-FAHLE.

TRANSLATION OF DOCUMENT No. NI-6293 CONTINUED

CERTIFICATE OF TRANSLATION

7 June 1947

I, arthur MacNaMaRA, Civ. No. 20 191, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-6293.

Arthur MACNAZURA Civ. No. 20 191.

ERRATA SHEET

Page 7, paragraph 9 b lines 1 - 4, of translation of Document NI-6293 should read:

b) Courier Service Abroad.

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Owing to the increasing use of the couriers of the Foreign Office for sending I.G. matters abroad, it was decided that the Office of the Commercial Committee (B.d.K.A.) should be informed in good time,

Errata Sheet prepared by:

JOHN J. BOLL U.S. Civilian AGO No. A-444412 TRANSLATION OF DOCUMENT NO. NI-8840 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Stamp)

Memorandum for the Files

Confidential

Subject: Peace planning.

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Reference No.: Berlin NUT Department: t/cz Unter den Linden 82

7 August 1940

As a result of a conference between Mr. von Schnitzler and Mr. Frank-Fahle, the undersigned has been asked, at the request of Mr. von Schnitzler, to transmit to the competent official authorities the documents on peace planning hitherto available, namely:

- 1) the letter
- 2) the general part
- 3) the material pertaining to France.
- 1) The material was transmitted to MD Schlotterer in the course of a two-hour conversation dealing with the fundamental problems and - as far as was possible considering the large amount of material - also with basic and important individual questions of Farben material.

MD Schlotterer's reaction to the material presented to him by us was essentially and entirely positive with regard to both methodical procedure and basic conceptions and the evaluation of individual questions undertaken by Farben.

This favorable reaction accordingly covers the project planned by the Commercial Committee (K.A.) for memos on countries in the order chosen in this list, as well as the internal organization of our material, e.g. the development of our material, as planned in the letter to LD Schlotterer.

It is important to emphasize that ND Schlotterer not only considered it necessary for our specific desires to be formulated in a clear and practical manner, but also that the general part - the historical development - and the formulation of general requests planned by us should be set out basically and on broader lines. HD Schlotterer likewise considers it right to draft the general part as it has been drafted, and agreed entirely with the arguments on which the general part is based. (Leadership of German chemistry in 1914; subsequent "Relativiorung" due to Versailles; necessity of restoring this leadership under the New Order.) The talk on individual points was mainly concentrated on the discussion of the dyestuff section, which, as is knows, contains Farben's most urgent request. HD Schlotterer was of the opinion that the formulation chosen by us definitely did not represent an excessive petitum, but, in his opinion, would probably fit organically into the development of the peace project.

In connection with

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(Page 2 of Document NI-5840)

the French request discussed in this connection for an early conference with the German eyestuff industry he pointed out that it was advisable to deal with these matters in the closest possible agreement with ambassador Hemmon, but also to discuss the matter thoroughly with Dr. Ungewitter and come to an agreement with him before negotiating with the French, so that the participation which we consider expedient from the private economic point of view does not run centrary to the interests of the national aconomy generally, of which Dr. Ungewitter is in charge. Should the discussion with Dr. Ungewitter result in difficulties, HD Schlotterer is prepared to discuss such divergences thoroughly with us.

Regarding the negotiations with the French in Wiesbaden, which were thus approved in principle, MD Schlotterer emphasized the necessity of not starting the actual negotiations unless the first negotiations had made it sufficiently clear that the

French had not come to anticipate the negotiations and bargain for a favorable ownership status, but had made it obvious that they were prepared as a matter of sheer necessity to code the first place to the German dyestuff industry.

As a further example the Kodak affair was discussed. ND Schlotterer agrees entirely with our opinion: that the Americans must be eliminated from French production with all means at our disposal. The very definite stress which ND Schlotterer lays on this point leaves no doubt that we need not be at all particular in the choice of these means.

The chemicals proposal for the organization of long-term syndicates was greeted with similar approval.

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The formal requests submitted with regard to preferential tariffs, quotas, construction franze, and compulsory license were all described by Schlotterer as possible means of regulating German-Franch economic relations. He aspecially emphasized here that he welcomed the extent to which Farbon participated in the consideration of such cuestions of trade policy.

When he has had time to read the document carefully, ND Schlotterer will inform us of his decision, besides giving us suggestions which we may be able to use in dealing with material received in future.

2) The conversation with LR Imhof which took place on the initiative of LD Bergemann resulted in the same agreement in principle as with LD Schlotterer. Hr. Imhof especially well-comed Farben's reports on a special type of European - or, rather, German-preference, which he believes he can use while establishing the Europe-clause planned by him.

(Page 3 of Document NI-6840)

The following details are interesting:

1. That it is actually a matter of course that on the basis of Germany's superiority from the angle of nower

politics, the economic and political superiority of Germany over France, to be firmly steered by Germany, should be established once and for all. Here LR Imhof is not thinking in any way of crippling France, but of restoring French economy on a sound bais, to be subordinated in every case, however, to German interests.

- 2. The method planned by Farben was approved by him with regard to participation, customs, duotas, construction freezes, compulsory license etc. One interesting point was that he considered Farben's participation of only 50% as "quite honorable" ("sehr honorig"); he also believes that the fullest possible use should be made of the opportunities for private economic understanding in this direction, but not in the form of a compromise to Germany's disadvantage.
- 3. MR Imhof agreed provisionally, pending closer examination, to Farbon's general requests regarding rights of settlement and tax policy; and considered the formulations which we had chosen difficult of achievement but so important in principle that he intends to include them also in his planning.

As regards the order in which the further work is to be done, MR Lahof stressed that it would be practical to work rapidly on Denmark after Holland and Belgium.

3.) The conversation held with LR Schulze-Schlutius at HD Bergemann's request brought exactly the same result and the same agreement. MR Schulze-Schlutius only recommended in addition that the new material be forwarded also to the new expert on France - Oberregierungsrat Klesper in the Reich Ministry of Economy - and to ORR Jahnke; and this has new been done. On the other hand he did not consider it advisable at the moment to forward it to Mr. Sagert (expert on capital participation). We suggest awaiting MD Bergemann's return

with regard to this matter.

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4) The transfer to the economic group could not be made to Dr. Ungewitter, as he is on a fairly long business trip, but was made, after consulting Mr. Districh, to the competent examining office (Mr. Born). We consider the substitution of Mr. Born, who actually is in every way the competent expert for the whole group of questions, extremely fortunate, as the transferred material satisfied the justified interest of Mr. Born to such a degree that we may assume

(Page 4 of Document NI-6840)

that we have gained in him a reliable advocate of our methods to Mr. Ungowitter. This circumstance is all the more important because the method favored by M. Ungowitter does not harmonize with our method. The latter circumstance back to evident to some extent when our meterial was transmitted to Mr. Dorn. According to Mr. Dorn's statements, the procedure followed by the Economic Group sime at the following:

1. The drafting of a list of principles of becommic policy which are to be conjectent for construction in the European chemical sector. This anticipation of constructional principles for chemistry aims at creating in a certain sense a passe-partout (master-key) in the Reich Ministry of Economy for the chemical industry, so that it will be able to organize independently what it considers expedient, within the limits of the principles approved by the Reich Ministry of Economy.

Group, as we were able to establish after surveying the completed draft, is definitely the eartel principle. All the European industries are to be organized, each in its own time, into such planned cartels, voluntarily linked together, in order to regulate within this organization the production and the market under German management and in accordance with German interests. The foreign relations of these cartels with countries outside Europe is to be regulated by means of special syndicates attached to the cartels.

- 2. In. Ungewitter intends to propose a formal overall ruling of this kind to HD Schlotterer, with the addition of a few practical examples e.g. cartel organization for aniline dyes, nitrates etc. and similar important standard products so that HD Schlotterer's approval of this procedure may justify its being left to the discretion of German industry to organize and administer model regulations of this kind, their cartels functioning under state supervision.
- as chosen by the Economic Group nainly in order to avoid exaggerated bureaucratism in the treatment of peace problems. He explained that the self-liquidation of bureaucracy in the Economic Group was actually one of the proposals to be made to LD Schlotterer, but did not mention that the bureaucrats, although they are disappearing from the Economic Group, are appearing all the more actively in the management, control and direction of cartels and syndicates.

(Page 5 of Document NI-6840)

At any rate, this interesting line of argument advanced by the Economic Group, as far as it could be surveyed hitherto, does not give the impression that Mr. Ungovitter has no inclination to continue to interest himself in the shaping of the German chemical industry as he sees it. It may be that Mr. Ungowitter's views correspond entirely with our needs. Since, however, this identity of views cannot wholly be vouched for and must be secured for the future, it remains necessary to keep a careful watch on the policy pursued by Mr. Ungowitter to obtain the above-mentioned passe-partout, to judge it scotically at the moment and possibly to try to

gain a cortain influence on the drafting of the formal general regulation planned by him. The latter method should, however, not be tried more energetically unless a conversation to be held between HD Schlotterer and HD Bergemann shows that RAH considers a general ruling of this kind practical and useful.

In establishing the reaction of the Economy Grown it is important to underline the fact that in. Born has even at this early date asked for our views on the general ruling as well, as this is a good supplement to the important work which we submitted on France. We have explained in this connection to Mr. Born that we considered France not only as a model for the plans on countries asked for by the Reich Minister of Economy, and which will follow shortly, but above that as a classic example of the whole factual consideration to be done in connection with large-scale area planning. Hir. Horn warmly welconed this combination of both virmoints and believes that this collaboration - according to program on the part of the economy group and empirical on that of Farben - constitutes the right synthesis for dealing successfully with the meace project. In addition, we discussed the entire Farben program with Mr. Born in a conversation lasting nearly two hours. During this discussion Mr. Born approved in principle the basic trend of our draft, as well as the draft of the individual paragraphs of our work and the individual requests as formulated.

In regard to the trend of our requests, he only expressed the view that the notite submitted by us no doubt contained minimum demands, which we could certainly formulate more strongly in the case of the exchange becoming more unfavorable to France without endangering private economic interests on our side. We agreed to this general form.

Mr. Born had nothing to add to the individual requests

TRANSLATION OF DOCUMENT NO. NI-6840 CONT'D

in our memorandum. If, after reading it carefully, he still has remarks to make he will notify us immediately.

(Page 6 of Document NI-6840)

In addition the following details were interesting:

- 1. Mr. Born considers it extremely difficult to solve the Kodak/Europe problem, as quite contrary to the wishes of the Tecnomic Group, the German Kodak apparently intends to the over the role of the European Kodak.
- 2. It was clearly seen from Mr. Born's statements that the Reichswerke Hermann Goering were interested in the Belgian Solvay Complex, which is all the more remarkable in that the German Solvay company, owing to lack of capital, can scarcely be in a position to solve this problem.
- Mr. Born was the opinion, that the AKU problem
 Holland can already be regarded as settled.
- 4. Mr. Born believes that we should also investigate whether Farben has any kind of interest in the Unilever.
- 5. Mr. Born further explained, that he does not consider the customs question of special urgency in the long run, resp. that the Economic Group is occupied in working out a new tariff.
- Fig. Born thinks he knows that the oustons barrier still existing between Reich and Protectorate will be lifted on 1 October of this year.

Signed: Terhear

CERTIFICATE OF TRAFSLATION

I, NONA A.M. MACLEOD, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of the Document NC. NI-6940.

Mona A.H. Macleod M.E.P. 38347 U.S.War Department

3 July 1947

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Case 6 NI-6193 TRANSLATION OF DOCUMENT No. NI - 6246 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES ERRATA SHEET; Page 7 of the translation of document No. NI-6840, Paragraph 2 should read: In regard to the trend of our requests, he only expressed the view that the petita submitted by us no coubt contained minimum demands, which we could certainly formulate more strongly, without thereby endangering private economic interests, if the course against France should become more rigorous. We agreed to this general formula. 10 Errata sheet prepared by: JOHN J. BOLL U. S. CIVILIAN AGO No. A-444412 - End -290

TRANSLATION OF DOCUMENT NO. NI-4894 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Chief of Military Administration in France.

(Handwritten:) 7 August 1940

Seizure

of the property . Establishment KVHLMANN, plants in Villier St Pol . (Handwritten)

and all goods stored there are seized by the Chief of the Military Administration for France, Military Administration Office, Paris. Only persons in possession of a pass issued by the Chief of the Military Administration for France, Military Administration Office, Paris, will be allowed to enter the plant or to remove goods or articles of equipment.

The owner of the plant, his representatives or, if occasion arises, the French police guards on duty at the plant are directed to report all violations of this order to the Chief of the Military Administration for France, Military Administration Office Paris, Chambre des Deputes, Quai d'Orsay, Tel No. GUTenberg 6090, Extension 310.

Stamp:

By order:

Chief of the Military Administration

Handwritten: WESTPHAL

Office Paris

Ministerialrat

CERTIFICATE OF THANSLATION

I, EM. REDELSTEIN, AGO NO. X 046269, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-4694.

E.M. REDEISTEIN U.S. Civilian AGO NO. X 046289

END

TRANSLATION OF DOCUMENT NO. NI-3859 Office of Chief of Counsel for War Crimes

Scoret!

This is a State Secret in accordance with Paragraph 93 of the Reich Penal Code; (RStGB) as in the version of the law dated 24 April 1934 (Reichgesetzblatt I P. 341 and following).

Negotiations for the Planning of Peace in Wiesbaden (29.8.), Paris (31. 8-2.9.), Brussel (4.9.) and Wiesbaden (5.9.)

Participants:

Consul General Hann Leverkusen

Director Dr. Grobel Leverkusen

Director Dr. Kunler Frankfurt

Director Dr. Kruener Berlin

Dr. Terhear Berlin

I.Prolininary discussions in Wiesbaden (20.8.)

As the chief result of the proliminary discussions hold on 20 August with the artistics Delegation for Recommic questions (Secretary of the Delegation von Maltzan acting as deputy in the absence of the held of the delegation, Ambassador Hermen), it is to be noted that after a detailed exposition by Consul General Mann of the problems existing in the Pharma-field—the armistics Delegation for Economic questions unanial usly approved of our plan to bring about a private economic settlement with Rhone Poulone which would at the same time suit public interests, with the reservation that if the occasion areas after the termination of the journey to Paris, we could have a final discussion with the head of the delegation

Ambassador Hemmen, on the separate items of our proposals.

A discussion followed of the dy stuff complex which showed that (apart from the reply liven by the Delegation in the meantime to the Union Syndicale) Wiesbaden has not changed its attitude at the moment in relards to the handling of the Kuhlmann Guestion.

(on a 2 of ori inal)

With respect to Collopher, and zen was informed in accordance with the directives of Anderwah that it seems expedient to advise the Franch a encies officially at a suitable apportunity that the Collophan production must be considered as a luxury-production, so that the way can be presented in this manner for fruitful negotiations with the French partner without burdening Kalls.

As remarks the question of purchase it was settled that the corrying out of the supplies of phosphates still depends for the time being on the preliminary questions relating to the clearing a resment which will still require a certain abount of time for clarification. It was agreed that Micsbedon should be given an expose clearly informing it of our interests in the phosphate field.

During this special conference the general political and commonic situation of France was discussed. The chief thing to be noted here is that out of the current negatiations concerning the relaxing of the line of demarcation and the strengthening of German influence in the top key offices of the French organization (in particular for fereign trade, supervision of fereign exchange, prices and rationing), a new phase is obviously examing up in our political-accounted relations with France, which will probably make it necessary to incurrence a series of new measures, the details of which

it is impossible to foresce today.

-s one of those measures concerns the elerification of the French customs system which is characterized today by the use of a percent tariff it was agreed.

(page 3 of original)

that the wishes of the I.G. as regards customs should be coordinated and after respective discussion with the German a encies they should be sent on to the armistice Deligation for the information of Memmen.

In this connection the armistice Delegation was werned of the cossibility that the development of the claring business would seen give rise to difficulties in the transportation sector and that Frence would undoubtedly endeaver to counteract forced German expertation by the introduction of some form of control of quantities. For this reason it was decided to keep in regular contact with Wiesbaden for the clarification of all difficulties resulting from the clearing business.

(page 4 of original)

II. Conferences in Paris (1.3.-2.9.)

a) Office for Economy and Armamont (Oberstleutnant Neef).

Pharma interests and the Leverkusen plans. The goal and procedure used by Leverkusen were approved by Neef - although, however, he amphasized the f et that their effect on the Rhone-Poulone production in the unoccupied zone might meet with certain difficulties. Neef nepes, however, to counterest these difficulties for our I.G. interests by introducing his plans for a compulsory authorization for the resumption of production and to this end he requested the correst acting particulars, in which the following approximately is to be set down -

TRANSLATION OF TOCULTRY NO. NI-6839

separately for the occupied and unoccupied zones -:

- 1.) Statement of firms which are producing
- 2.) The products of those firms
- Reasons against the taking up of a particular production
- 4.) Information obtained as to the possibility of Gorman deliveries covering French requirements in the products of French firms which have not been but into operation a sin.

As it was ressible only in the case of Parbon to dispense with the a remont with other Gor can firms or with the accounte group which was necessary for such a proposal, it is only

(page 5 of ori inal)

for the dynstuff complex that such a proposal has been passed on to Meef up to now, and this has been done with the simultaneous informing of the Economy Department France and of the Praistice Delegation.

Whether further proposals are useful is a point which it will only be possible to decide when it has been shown clearly that the point of view taken by the Economy Department France which is emposed to that of Moof (and according to which such authorization procedure is turned down) is a just one.

In conclusion arrangements were made to maintain a re-ular contact with Weef in Wiesbader and Paris. Meef is willing to put himself at our disposal for further consultations.

b) Economic Department France.

1.) Chief of War Administration Min. Dir. Michal.

lin. Dir. Michel who was informed by Cansul Conoral Mann in the same way as Neef about the Pharma situation and was advised by Dr. Kugler about the further development of the dyestuffs complex, declared himself in complete accord with the procedure of the I.G.. It is noteworthy that throughout

his statements he stressed the fact unequivocally that the fundamental principle of his work was that the existing "historic chance of adjusting French accommy to German requirements through appropriate interference in the French accommic system, must be utilized completely and to the full."

He confirmed thereby the development which they had already learned of in Wiesbaden, that the relaxing of the line of descretion is to be compensated by new experiments in the supresse command (commissioner for foreign trade and a commissioner for foreign exchange

(page 6 of original)

without the right to issue directives but with the right of veto) and a German-Italian executive on the French customs borders.

The relaxing of the line and be restricted to the gradual abolition of the limitation imposed on goods- and passenger traffic (with the institution of a compulsory visa), improvements in goods traffic and the facilities for currency circulation and in the postal traffic between the occupied and unoccupied zeros which hitherto had been restricted to a quota of 300 letters a day.

With respect to the pressure which we felt might be necessary in the schere of the negotiations planned for private economy he pointed to the fundamental necessity of calling on the Department for Industrial Economy or the Chemical Group in the Department of Economy Prence.

He declared that he himself was ready, on the occasion of his frequent conferences in Paris with the accredited.

Secretary of State of the French Ministry of Production to refer to the wrong which had been caused by the patent system to the German pheracoutical industry and to the increasing

TRANSLATION OF DOCUMENT NO. NI-6939

burden which was thereby being created for the future of French industry. In this way to hoped to help us with respect to the difficult problem of acquiring control over the Chang Poulone production situated in the unoccupied zone.

For the purpose of this action Michel was liven a short memorandum on the Rhone-Poulenc situation.

After this Nichel was informed of the difficulties which that arise for Gorman exports as a result of the new clearing agreement. The problem of transportation which stands most to the fore is to be clarified according to his directive through our contacting the leader of the Chemical Group, Dr. Molb.

(no e 7 of original)

of production in the French factories which interested I.G. was his reference to the comparatively for-reachin autonomy of the regional offices of the military administration, with which contact must be established as a metter of expediency through the Feldkommandanturs, in order to prevent short circuits from that side. A list of the Feldkommandaturs has been prepared.

2.) Oberkriedsverweltun srat Bolck (Department Industrial Economy, Chemical Group - Dr. Kolb.

The result of the detailed exposition made by Consul General Hann was that our point of view with respect to the treatment of the Pharma couplex was admitted on principle by both gentlemen. With report to separate items the following decisive points seemed aspecially worthy of note:

a) The settling of the Pharma complex through the channels of patent legislation would doubtless be an excellent solution, but has the draw ack that this solution will

probably take a long time to meterialize as it is bound up with the French legislation and the peace treaty. For this reason it would seem advisable to seek an interim solution through the channels of private economy.

- b.) Considerable difficulties will certainly arise from the fact that Rhone-Poulenc is situated in the unoccupied zone, as our chances of gaining control there are very slight. For this reason Dr. Kolb suggests that we should endeaver to acquire direct influence both in the occupied and unoccupied zones by the exercise of control over the allocations of raw materials.
- c.) A further matter for consideration is the variety of the Rhone-Poulone production, above all the foot that Rhone-Poulone has a besitive value also for the Germans in the collulese field

(page 8 of original)

and through its relations to Rhodiaseta.

The beginning of part-production in this field and in that of various chemicals seems difficult to avoid espectably as Garman interests have already been emphasized through the visit of Secretary of State Schieber.

There results from all this the necessity for particular forest ht and for a lasting a record with the other German parties interested. The necessity for contacting Grillet which was mentioned by Kolb is of considerable importance in this connection.

Discussion of this complicated situation, ives rise
the question whether on an analogy with the Gyestuff
ald a special settlement can be found for Leverhusen
then the exclusion of the Pharma part of Rhone-Poulone.

d.) The conclusion arrived at after the debate is the recommendation that an agreement with Uncovittor connections must be est blished with khone-Poulone at whatever appears to be a psychologically suitable moment in order to come to a sound agreement as regards private economy. Balek and Kolb are at our disposal to exercise pressure for any such future transactions, should it appear desirable in the course of the development. At the discussion of the dyestuff sector which brought up no new points of view, it was announced that objections had been made to the authorization procedure proposed by Neof. In stite of this, for purposes of information, bolck was avenue the text of the Farben memorandum which had been sent to Neef for the authorization procedure.

(page 9 of original)

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With repard to the field of photography we had been informed that Kodak Deutschland had intervened with the Propaganda Office Paris (Lan, feld Berlin). This may bring with it according to all appearances a starting up of Kodak France which will run counter to the plans for prehibiting the reopening of the French photographic industry. Discussion of this problem have no very clear results. Nevertheless the assurance given by Bolek and Kelb was to the effect that the decision which had been taken, and which must unfortunately be kept secret, would be satisfactory in every way for I.G.

The report which followed on the production of collophane was answered by Herr Kolb with the statement that the open prohibition of a production which in the present situation was superfluous could be avoided through a campuflaced procedure which seemed to him more expedient,

TAINSLATION OF DOCUMENT NO. NI-6339

namely through the non-allocation of indispensable rawmaterials (plasticizing a onts and solvents) and this would have the effect of preventing the restarting of "La Callochene".

The following discussion of the transportation question showed that there was perfect willingness to give us comprehensive support.

It was a reed that the I.G. offices in Paris which are everburdened through transportation should contact the officials in charge of transportation in the Economic Department (von Sussdorf) in order to try and find ways of bringing about alequate relief until the peneral casin of the transportation question which may be expected in some four weeks time.

3.) Chief of Interior Administration, Group Madicinal Products (Dr. Bardenhouer).

In order to avoid any wrong dispositions which might arise from the situation of the Tharma-product surply in connection with the instructions

(in o 10 of ori inal)

of the German agencies in Paris relative to their health policy, the public commissioner (kommissarischer Leiter) of this group was informed of the situation in Pherma and of the ample possibilities for delivery by Leverhuson.

d.) German Embassy.

13

a) Councillor of the La ation Rahn.

In order to keep the German Mabassy our ently informed, as it may possibly expanize a special economic department to supplement the German a encies which already exist, Councillor of the Le ation Raim was informed of the different fields in which the I.G. is interested.

b) Counciller of the Legation Gardenann: **
Counciller of the Legation Dr. Gardenann who is the member



of the embessy in charge of the working out of agrarian questions was given the same information with respect to the special problems in this field. Close contact was promised and the transmittal of all particulars.

5.) Propa anda-Office Paris.

(III)

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In view of the outstanding importance for the A.fa of the netivity of the Propaganda Comice in the sphere of film production preparation was made for technical consultations by Herr von Mallinekraat by ast blishing contact with the head of the Office, Wachter.

At the technical consultations of Hallinchroat it was seen that the lack of raw film is netually a decisive element for the evaluation of the Kadak situation in France which is to be clarified in borlin by moons of negotiations with all the a encies involved in the first week of September.

It is to be presumed that the contact which has now been established between agr Paris and Waschter will have created a possibility for stating clearly the interests of I.G. in the steering of the French film-production.

(page 11 of original)

S.) It different negotiations, which were conducted with <u>Haitro Loncle</u> amongst other people, the question of the incorporation of the Pharma business in France in the Sepi was stated so clearly from the local moint of view that after a consultation between Consul General Hann and Herr von Schnitzle this incorporation can be effected.

who take part in the mission had conferences for surposes of information with their business acquaintances and with all the staff of the I.G. who could be reached in Paris. In order to ensure a helpful cooperation and to derive the utmost benefit from all information which fell into their hands,

TRANSLATION OF DOCUMENT NO.NI-8339

re ular contact was arranged with the staff of the I.G. who lived in Paris.

From the mass of information pathered at these conferences the following items are chiefly interesting as entehwords:

Duchemin is in touch with Kolb and is said to be "reasonable."

Theseer is in Paris and is considered by the German
a encies to be "nicer than the Kuhlmann people".

Frossard like Shein is in the unoccupied zone in Toulouse. According to what he says Frossard cannot enter the occupied zone as he would have to expect trouble in the occupied zone as a "German deserter". Rhein ave an authority his opinion that Kuhlmann would shortly "no on doing things on quite a big scale.",

Information of the pharmacoutist whom Dr. Grabal has rehired from Rhone-Poulone, according to which both R.-P. as well as Kuhlmann are concerned because the I.G. has not yet made any attempt to renew connections with them in some way or other.

(page 12 of ori inal)

III. Conforences in Brussels on 4.0.1940.

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1.) Oberkric, sverwaltun grat Koyser.

Keyser, who was informed of the fundamental interests of the I.G., and in particular of the Pharma situation pointed out that he was not in a position to take any stand towards the separate technical questions of the I.G.. He sketched a picture, however, of the communic-political situation of Delium at the present time and underlined the importance of the interlocking of German and Belgian economy which was desired by Reich Marshal Georing in con. ... In with the work of reconstruction.

To mention dot ils it was interesting to note his

TRANSLATION OF DOCUMENT NO. NI-6839

references to the fact that 85% of the coal production had already been not doing apain, and that in the field of transportation amazing improvements and been achieved. Foreign commerce, too, was gradually setting under way.

Of fundamental invertance also was his communication that the handling of questions concerning the big firms in Belgian economy like Salvay and Ourree-Marihaye amongst others which had come up as the result of Schlotterer's trip to Belgium would be continued not in Brussels in Berlin.

a detail which we learned in this connection was that Otto Wolff is especially interested in Ou rec-Haribaye and that Steinbrinck is undertaking to regulate the heavy industry.

as reports the Geveent question Keyser empaisized ason at other things the especial interest of the Luftwaffe in Geveent.

2.) Chapical Group (Dr. Kraft).

After an exposition of the Thorna situation in Belliam (page 13 of original)

by Consul General Hann Eraft informed us that the head of the firm Hourice, Terlinden, had been to see him a short while before, to point out the export lesses of Heurice and to obtain permission to export to Germany, Helland and the South-East by way of componention. Kraft refused this request and mointed out to Tellinden that it would be better for him to discuss such cuestions with Leverkusen.

After a short discussion as to the procedure to be taken it was thought proper not to take any further steps for the time being until Terlinden had consulted Leverkusen.

With record to the dyestuff complex (Tertro) Kraft declared that to his knowledge the affair was cleared up for all material purposes so that it only needed a formal conclusion by means of an appropriate transaction between I.G. and Tertre.

With reference to the same question he declared to Herr Sonnenburg at a subsequent conference that the preparations made by Tertre with a view to the manufacture of dyestuffs had been restricted according to his observations and statements on the Belgian side, to the purchase of land, so there could be no talk of any plans for manufacture.

The result of a conversation which took place on 7 September with Dr. Ansiau in Berlin was that, contrary to the statements of Keyser and Sennenburg, the situation must be examined a ain and more closely, as in the opinion of ansiau the preparations for production in connection with which Blaise sent a letter to Herr von Schnitzler, have one on developing.

(1)

In connection with the dynatuff question in France it is of interest that according to the observations of Kraft the delivery of

(magic 14 of original)

basic products produced in the Proposite Northern France which are administered by Brussels can very easily be directed towards France, as in the mountime a suitable control system has been set up.

Only very coneral statements were made about the photographic field. These revealed that the firm Gevaert is receiving considerable protection, that the production of Gevaert in northern France has been started a ain and that because of the lock of files even Brussels has given the authorization to expert then to France.

With respect to the price question which is very important for the photographic business Kraft stressed the necessity of closing at least with the lower prices of Ceva rt, as developments would indubitably lead to a compulsory increase in Govaert's prices on account of the growing costs of production.

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TRANSLATION OF DECUMENT NO. NI-6839

With respect to the Solvey complex Kraft repeated the above-mentioned statements and by Keyser with reference to the handling of this question in Berlin. It is to be noted that he emphasized the readiness with which Solvey had entered on the work involved in such development.

In addition to these negotiations conferences were held for our and anternation with:

Councillor of the Lagation Vorkmeister, the plening tentiony of the Foreign Office attached to the Hillitary Commander.

Dr. Flad, the head of the Group Foreign Commerce in the Economic Department Belgium,

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(6)

Dr. Hartenstein, the head of the Group for Enoug Property in Belgium,

(on o 15 of ori inal)

Sonnenburg, who at the present time is entrusted with investigation work in connection with Belgian industry,

Dr. Bard, Office for Chemical Merchandise, Brussels.

As a result of the conference with Dr. Flad it was a read that Dr. Flad should be informed as soon as possible of the wishes which I.G. had submitted with respect to customs, and that he should also be informed of the concrete relationship between the production in North on France and the Franch dyestuff production in order to facilitate a profitable steering of exports from the territory in Northern France to France.

In this connection it is important that Dr. Bard was advised of I.G.'s application not to admit at present the resultion of production by the French questuff producers. Dr. Bard has premised to take in his turn a newtive attitude if the Kuhlmann factories should apply for a license in order to jet heavy chemicals in the departments cited for organic factories in the accuried areas.

IV. Conference in Micsbaden on 5 Sectember 1940. (armistica Dale, ation for Economic Questions, Ambassador Monuen)

Hennen, who was kept informed of the results and inpressions of the Paris conferences but himself at our disposal as a notice of principle for the starting of the negotiations which we had planned in the field of private economy, but
he stressed the fact that it would seem advisable to him that,
in view of the new situation created in the economic policy
towards France as a result of the relaxing of the line of
demarcation, the pressure required for our negotiations should
develop so to speak from the natural course of events as the
economic situation in France row more and more difficult, and
not prenaturally to any extent along haction taken by the
pressited Dalagation.

(C)

Through references to individual developments of importance (French colonies, coal situation, reversion crises in Vichy etc.) Heaven showed clearly that in these circumstances a policy of delay and further waiting on our side until the late autumn or early winter would give us an effective basis for our no etiations.

The following points in his statements are worthy of note:

1. the intention to do every with heigh treasury notes
(Reichskassenscheine) and thereby to shift the formal
responsibility for the shaping of its finances on to France;
2. The statement that we have decided to introduce the
lowest possible tariff into the customs zone on an
autonomous basis.

He man hores in this way to activate the nreassary expertation to France.

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(7)

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autonomous basis.

He man hases in this way to activate the massary expertation to France.

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TA C' TION OF DOCUMENT NO. NI-6359 CONT'D

To our objection that sometimes even the lowest customs duties are not adequate for a large-scale expertation, for example, of photographic and pharmaceutic articles to France, he requested that the I.G. should submit a collection of its respective wishes with regard to customs to other with the reasons for them so that they could be made use of in further negotiations with the French.

It is important to add to the statements of Hermen, as the result of a conversation with the Reich Ministry of Economics, that the introduction of minimum teriffs by the Germans will obviously lead to France also amplyin minimum teriffs to German exports to France. The final and formal handling of this profile has not yet been completely settled up to the present time but it should be settled in the near future.

14.5.1940.

CERTIFICATE OF TRANSLITION

I, DONOTHY E. PLUMITH, USFET 462, hereby certify that I am thereu, hly conversant with the English and German langua es and that the above is a true and correct translation of Document No. NI-6639.

3 July 1947.

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DONOTHY E. PLUICIER USFET 482 TRANSLATION OF DOCUMENT No. NI - 10685 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRILES

AFFIDAVIT

I, Dr. Kurt KRUEGER, Schloss Ramholz (Kreis Schluechtern), Director of the I.G. Farbenindustrie, located in the Office of I.G. Farben, Berlin NW 7, until 1945, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion the follow s:

I have been shown the hektographed protocoll entitled:

"Negotiations concerning peace planning in Wiesbaden (29 August), Paris (31 August and 2 September), Brussels (4 September) and Wiesbaden (5 September)", dealing with conferences attended by myself. The protocoll is 17 pages long and is unsigned. It begins with the words: "Participants: Consul General Mann, Leverkusen, Dr. Kugler, Frankfurt (Director), Dr. Krueger, Berlin (Director), Dr. Torhaar, Berlin", and ends with the words: "...should follow during the next few days.

14 September 1949."

I have no doubt at all that this document is a genuine original document of I.G. Farben. This is borne out both by the whole appearance and arrangement of the document and by the detailed repetition of the points dealt with in the conversations.

I have carefully read this declaration and have signed it personally, I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the full truth to the best of my knowledge and belief.

(Signature) KURT KRUEGER

TRANSLATION OF DOCUMENT No. NI-10685

Sworn to and signed before me this 9th day of September 1947, at Nuernberg, Germany, by Dr. Kurt Krueger, Schloss Ramhola (Kreis Schluechtern), known to me to be the person making the above affidavit.

(Signature) RANDOLPH H. NEWMAN, Attorney U.S. Civilian. AGO B 397712

CERTIFICATE OF TRANSLATION

I, Mona A.M. MACLEOD, MEP 38347, hereby certify that I am thoroughly conversant with the English and German language: and that the above is a true and correct translation of Document No. NI - 10685.

25 September 1947

Mona A.M. Macleod MEP 38347

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TRANSLATION OF DOCUMENT NO. HI-792 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

12th September 1940

Dr. Jost Terhaar, Berlin NW 7 Unter den Linden 82.

Dear Dr. Terhaar,

Thank you for your letter of 9th inst. The file note which you drafted gives an excellent summary of the course and results of the Paris and Brussels meetings. After looking through my own notes I have practically nothing to add.

With regard to the "official" part, I would only suggest that you might perhaps mention on p. 3 of the Brussels report my conversation with Dr. Bard, Goods Office (Warenstelle), Reich Office (Reichstelle) Chemicals, Brussels, with the remark that this gentleman is competent for the control of supplies in the Departments of Pas-de-Calais and Nord and was informed of Farbon's proposal not to allow manufacturing to be resumed in French dyestuff factories in the meantime.

Dr. Bard agreed to reject any applications for heavy chemicals from the Kuhlmann factories in the above-mentioned departments for organic plants in occupied territory.

I told Herr von Schnitzler about Generalkonsul Mann's intention of working towards a 51% capital participation in connection with the reorganization of our relations with Rhone-Poulenc. The whole subject will be discussed again orally at the next meeting of the Commercial Committee (K.A.). No doubt you purposely refrained from mentioning the idea of the 51% participation in the memo.

I wonder whether it would be of interest to insert
the following items of private information in the appropriate
place (very briefly):

Duchemin has contacted Kolb and is said to be "reasonable."

Kolb's opinion of the small percentage of Frenchmen (10%) who have genuinely accepted the new conditions and adapted themselves to them. Thesmar is in Paris and is considered by the German offices (Stellen) to be "nicer then the Kuhlmann people".

Frossard, like Thein, is in the unoccupied zone in Toulouse, to be exact. Frossard, according to
his statement, cannot enter the occupied zone, as
he would have to expect trouble as a "German deserter".
Rhein told an informant his opinion that Kuhlmann
would soon "go on in great style".

Information received from the pharmaceutical expert re-engaged by Dr. Grobel from Rhein-Poulenc, according to whom both R.-P. and Kuhlmann are worried because Farben has not yet tried to resume the association in any way. (Page 2 of original)

I leave it entirely to your discretion as to whether you add any of these points to the file note or possibly to a covering letter which will accompany the final text.

With kindest regards,

I remain

(Stamp) Kugler

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, hereby certify that I am thoroughly conversant with the English and German language and that the above is a true and correct translation of the Pocument NO. NI-792.

Mona A.H. Macleod M.E.F. 39347

15 July 1947

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TRANSLATION OF DOCUMENT NO. NI-6161 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

President

Strictly confidential

Notes

on the 36th, session of the Commercial Committee on Wednesday 25 September 1940 at 9:30 a.m. in Frankfurt/Mair

Present:

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Sceret Councillor Schmitz von Schnitzler Buhl Dencker Frank-Fahle Hanser von Heider v.d. Hoyde for a time Ilgner von Knieriem Krucgor Kugler Kucpper ter Meer Mueller Oster . Otto Torhaar Waibel Weber-Andreae

1.) Position with regard to economic policy.

According to a report by Dr. Terhear on the position with regard to economic policy in which attention was particularly drawn to the treatment of Belgium and Holland as equals, Dr. von Knieriom tells of his discussions in the Reichsgruppe Industrie where attention was drawn to the probable inclusion of Belgium and Holland in the system of self-government and where it was also again stressed that in occupied territories negotiations may only be carried out in closest agreement with the Reich Hinistry of Economy.

In the discussion on Holland our relations with Echiedam were discussed in detail.

2.) "-question.

The M-question is discussed.

TRATELETION OF TOGUNENT No. NI-6161 CONTINUED

(page 2 of original)

3.) France.

Menn and the other gentlemen at the end of August and beginning of September in Wiesbaden, Paris and Brussels, Dr. von Schnitzler reports on the further development of Franco-German relations, whereby it is agreed that concerning direct negotiations with the French partners, to begin with one should just wait.

Dr. von Schnitzler furthermore gives a summary of the reorganization of the organic chemical industry in Alsace-Lorraine, while Herr Weber-Andreae reports on the inorganic sphere.

4.) Spain/Discussion on various projects now working.

Dr. von Schnitzler gives a summary of the various projects at present being worked out in Spain, in particular at

Pabricación Macional de Colorantes y Explosivos T.A. Altos Hornos "SOMINAT" Sociedad Ibérica del Jitrógeno S.A.

The effect of the re-establishment of direct contact between Termany and Spain will be that the carrying out of various projects which were planned on the Spainsh side, will be controlled or prevented from the German side, It is therefore necessary that I.G. Berlin F. 7 (.d.K.A.) (Office of the Commercial Committee) is kept currently informed of all projects and plans.

Herr Weber-Andreas tells of his planned trip with Dr. Buergin, Br. Just and Walloth.

Dr. Krueger reports on his discussion with Consul permard of the Rowak and Herr Lethge, and points out that furth r co-operation between the I.S. and the Rowak is desirable.

Dr. Ilgner announces the wish of Pr. .urster and the Duisburger Fupferhuette, to send Herr Langenheim of Perlin No. 7 to Spain. The question of the sending of Herr Langenheim and Herr Feiffenbech to Spain is to be gone into conjunction with irk and the Sales Combine Dyestuffs Reportment Spain.

Dr. Ilgner report in the visit of Excellenz Giomeni

TRACLETION OF LOCUM AT No. NI-6161 CONTINUED

(page 2 of original cont'd)

the President of the I.R.I., to Derlin, and on the delineation of the German and Italian sphere of

(page 3 of original)

interest in the European sector, particularly in Yugoslavia, which will probably belong to the common sphere of interest of Germany and Italy.

6.) Solvay problem.

is discussed in detail.

Weber-Andreae reper that probably the factories in Alsace, in Foland and in the Sudetenland which before the war belonged to the German Solvay-Lerken, and which today still belong directly to Solvay, will again be incorporated into the German Solvay-Ferke. There is general agreement that the interest of the I.G. in the Solvay-Konzern shall be limited to the German Solvay-Werke, Solvay's share in the Prague Association (Prager Verein) and the shares that Solvay has in common with the Prague Association.

The Commercial committee resolves that Dr. von Schnitzler and Horr Teber-Andreae shall negotiate with H. Ernest Solvey on the future relations between the I.G. and the Solvey Konzern, after corresponding preliminary discussions have taken place with the Reich linistry of Economy (Mulert).

7.) South East Durope.

a) South-East Lurope Committee.

Dr. von Schnitzler gives a detailed report based on an account by Dr. Buhl on the formation of the South-East Europe Committee, whereby the following discussion shows agreement that the South-East/Committee has no power to make decisions but only advisory functions, and belongs to the department of the Commercial Committee (KA) or the Technical Committee (TBA).

b) Revelorization of the Reichsmark in the South-East and general currency questions.

Dr. Ilgner reports on the intended RM revelorization in the South-Last, which is followed by a discussion on the effect on the individual sales areas. There is general agreement that damage to the solling market can only be avoided if the revalorization of the Reichsmark is done slowly and measures are taken so that a corresponding revalorization of the Lare takes place simultaneously with the revelorization of the Reichsmark.

TRANSLATION OF DOGUM. T No. NI-6161

(page 3 of original cont'd)

8.) Reorganization of the Overseas Dusiness (South America).

In outline the plan of reorganization meets with the approval of the Commercial Committee (KA), yet scruples are put forward against a too rigid centralization of trade with South America.

Herr Waibel and Dr. Kuepper give a detailed report on the origanization of our Sales Companies in South America and the negotiations with the Reich Ministry of Economy (RTM) and the Foreign Organization (AO).

Berlin, 27 September 1940.

FF/3s.

36/40

(Signed): Frank-Fahle

(Signed): von Schnitzler

OF DOCUMENT NO. NI-6161

16 June 1947

I, Kathleen BRANLEY, No. 20096, hereby certify that I am thoroughly conversant with the inglish and German languages, and that the above is a true and correct translation of Document No. NI-6161.

Kathleen BRAHLEY, No. 20096.

Care Ne No Co

TRENLATION OF DOCUMENT NO. 12-6946 OFFICE OF CHIEF OF COUNTY, 101 WAR CRILES

Memorandum

on the conference with M. J. Fressord, in the Hotel Claridic on 10th October 1940 at 1800 hours.

Frevious events.-

After M. Thesmer tried to contact me throw is Norr Binder some weeks and (see my letters dated 2000 and 24th September 1940 to Dr. Kumler), M. Rhin telephoned several times, without my showing any inclination to contact him.

On 9th and 10 th October, M. Frassard telephoned several times and asked for an interview with me.

Conference with M. Fressord

A. Fressort seemed very depressed. He named no to arrence a conference between Forben and E.K. The situation of the French Chemical industry demanded co-operation at an early date. The chemical industry in Franche must live in the interest of the European commany. The German chamical industry could have an interest in the total discoverance of this branch of French industry. "You must help us; and I should be glad to see to Frankfurt to contact the contlemen, if I.G. will see me."

THANSLATION OF DOCUMENT NO. 10- 46

After these introductory man's, which he was a mintelf.

Tears in his eyes, M. Fressard beann to speak of mintelf.

He was now 62 years old; and if Farben would not no otiate with him, he was proposed to retire immediately. The same applied to Duchemin. If other leading members of invadiately.

The same applied to Duchemin. If other leading members of invadiately.

(Page 2 of original)

The Muhlman concern should not be acceptable to Farmen, he was prepared to see that any persons who might be maded should leave E.K.'s service. If he himself were to leave, his brother Louis might perhaps become manager. (The T.T. people fully realise that Germany will win the war and that the Duropean commany will be organized under Germany's

TRANSLATION OF DOCUMENT NO. NI - 6946 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES (CONTID.)

Pago 2 of original (cont'd.)

memagement. Frosserd offers to put his whole industry at the service of Germeny, in order to strongthen the chemical potential in the continued conduct of the war against England. E.K. would be propared to manufacture for Farben all preliminary and sumiliary products required by Germany. He wants confidence and co-operation and regrets that negotiations were started before the cartel agreement had been signed; but all these measures had been taken under the pressure of the French government.

M. Fressard envisages a collaboration on somethin like the following lines:

(Closer connection through a "marriage", i.e. in the sphere of dyes and chanicals

Inclusion in the European economy under German leadership)

Menufacture of preliminary and auxiliary products for German industry;

Rostriction to cortain lines of dyos as fas as necessary.

With regard to the expert trade he mentioned the two-party cartel quota, by means of which the goods manufactured by E.K. might be introduced to the trade with a German label and through Farbon agencies.

(Interjection from me: "The question of experts will certainly be very thorny)

Page 3 of original

The factories in Oissel and Villers-St.-Paul were in very good condition and the E.K. were in a position to give strong support to TRANSLATION OF DOCUMENT NO. NI - 6946 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES (CONT'D)

(Page 3 of original)

the German dye industry.

With regard to the attitude adopted by C.M.C. to Sopi during the war, M. Fresserd mentioned that all the measures taken against Sopi were done behind his back and that he regretted those incidents. To my objection that his organization was so arranged that nothing of TRANSLATION OF BOOMERT NO. HI-6946 (CONT'D.) OFFICE OF CLIEF OF COUNSEL FOR AR ORDERS

page 3 of original (contid.)

the kind could in practice be done without his agreement, he replied that he had first heard of it when steps had already been taken. He added in defense of the gentlemen concerned, that hears, de hap-Herr, Whin and Vaucher had all been anxious to recover by some means the sums which Ferben eved 3.K. at the outbreak of tar.

The conversation lasted one-and-a-half hours and II. Pressard again asked me emphatically to inform him immediately on my return to Paris of the attitude which Farbon proposed to take and whether he might case and negotiate.

(Handwritton:) Road and colmo lodged ac originating with me.

(signed) Hons Kramer

lith Lay 1947 Signed before me this lith day of Lay 1947

> A.H. Mo. man. U.S. Civilian, ACO 3397712

END

CAMERICAN OF TAKES ATTOM

I, home A.H. Laclood, horaby cartify that I all thoroughly conversant with the English and German languages and that the above is a true and correct translation of the pocusion No. NI-6946.

15th July 1947

Loud A.L. 120100d 1.Z.P. 38347 0

TRAISLATION OF

DOCUMENT Nr. MI-6946-coat!

OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Report of Dr. Kremer of October 12th, 1940.

on a conference with br. Frossard at the Hotel Claridge on Oct. 10.40

A verbal translation reads as follows: "Conference with hr. Frossard.

r. Frossard seems to be very depressed, he asked he to arrange a Conference between I.G. and Kuhlmann. The situation of the French chemical industry makes a collaboration at an early date necessary. The chemical industry in France must live, which is in the interest of the European economy. German chemical industry cannot want that on the French side this branch of the industry should disappear completely.

mayon must help us and I would like to go to Fran furt to get into touch with the gentlemen, if the I.G. receives me. "" After this introduction, during which ar. Freesard had tears in his eves, he started to talk about hi self. He is at present 62 years old, and if the I. . does not want to negotiate with him he would be premared to resign immediately. The same refers to r. Duchemin. If other leading men of the Kuhlmann concern should not be agreeable to the I.G. for negotiations he would be premared to see to it that the eventually named mersons would be dismissed by Kuhlmann. If he would give un his tosition, his brother Louis could come into question as manager. One sees absolutely clear at Auhlmann's that Germany will win the war and that the organisation of the muropean economy will be under under the lendership of Germany. Frossard offers to nut his whole inqustry into the services of Germany to strengthen the chemical potential for the continuance of the war assinst England. Willmann would be prepared to produce all preliminary and auxiliary products for the I.G. which would be desired from the German side. He wants a confidential collaboration and regrets that actions were taken before the cartel agreement was

TRANSLATION OF DOCUMENT No. NI-879
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

I.G. FARBENINDUSTRIE ARTIENGESELISCHAFM, FRANKFURT (MAIN) 20 33 October 1940

Heren Ministerial divigent Dr. FULTET Reich Ministry of Economics

Berlin W 8 Behrenstrasse 43.

Dear Dr. BULERY,

After the detailed discussion, which we had during the interview you granted us on Friday 18 October in your office, I was able to speak with the Embussador, Herr HAMMEN, at the Hotel Adlon. I took the opportunity of explaining to him the reasons way I would still consider it wise not to postpone discussions with the French Chemical Group for too long. The readiness of the French, to place themselves at the disposal of the Germa occupation authorities for the purpose of producing organic products vital for the war effort, and the obvious desire of the occupation authorities, to researt the French industries within the occupied territo would have the result that within the near future the large factories of the Kuhlmann Konzern at Villers nr. Creil, and Cisuel nr. Rouen, would resume work even without the help of T.G. Circumstances would be probably less favorable for our private economic negotiations, once a certain voluof work, which would emphie these plants to carry on during the war, had buen assured, than they would be, if we had a direct influence on this program from the start. Herr HEMMEN, who was himself about to travel to Paris, promised to exemine the matter, especially from this point of view and to discuss it with the Paris military and civilian authorities. If the Paris discussions, as may be expected, continue the above mentioned development. Her: HIMMEN on his part, will probably also advise us to

(page 2 of original)

Basic at the end of this week, we have arranged with Mr. MEMERN to have a final discussion on this matter on Chemday, 5 November at Wiesbaden. Subsequently Herr HECCHN would presumably inform the French Government, through the Armistice Commission, that the German Chemical Industry, in this case the solely interested I.G. Farben Industry Aktiengesellschaft, is withing to take up private economic negotiations as desired by the French. Now it is my great wish, before starting the negotiations, for which we wish to enumark the week beginning on 18 November, to discuss in full detail with you and Observed evangered HOTEMARN the tactics to be employed when negotiating with the French, and I would be grateful to you if you would, on either 6 or 7 November, give no an appointment for this purpose at a time convenient to yourself, During the week beginning Il November, I shall not be able to come to Berlin, as I have to attend some

TRANSLATION OF DOCUMENT No. NI-879 CONTINUED

(page 2 of original cont'd)

conferences, dealing with internal affairs of our company, at Frankfurt or Heidelberg. I would, therefore, be very much obliged to you, if you could manage to make the appointment for 6 or 7 November, as on 8 November I have to keep an important appointment here in Frankfurt.

During our conversation on 6 or 7 November I should be glad, if we could also discuss once more the problems connected with the South Eastern territory, as in the meantime we should know how President DVORACEK of the Zivno-Bank has reacted to the feeler put out by Bankdirektor ZINSSER.

With sincerest regards and Heil Hitler

Yours very faithfully,

signed v.SCHNITZLER

Сору

CERTIFICATE OF TRANSLATION

I, Julia KERR, No. 20185, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. NI-879.

Julia KERR No. 20185.

"END"

TRANSLATION OF DOCUMENT NO NI-5810 OF ICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Position of the internal discussions in regard to the French dyestuff factories.

31 October 1940

illegible marginal notes

- 1. Since I.G. arbon has no buying interest either in the anorganic aspect nor in the side lines of the very complicated MUHLMANN Henzern, the dyestuff part of the Establishments MUHLMANN will be separated and together with the rest of the French dyestuff industry form a new company. Separation of the organic part of the E.K. will be done by a straight sale to the new company.
- 2. The French dyestuff company will then comprise:

 a) the production plants of the B.K. for the manufacture of dyestuff, organic byproducts, auxiliaries for dyeing and accessories for textiles. Plastics and artificial products will not done within the dyestuff combination.

Ad a) - Question: Is production at the Villers and Oissell handwritten note:

plants organised on such lines that it to a) according

will be possible to separate it from the to opinion of Mr. S..

to be taken over as a whole(?)

- b) All of St. Donis, since this plant is practically based on organic production only.
- c) St. Clair du Rhone;
- d) Etablissements Steiner, Vernon;
- c) Mabboux & Camell, Lyon;
- f) Societé des Matières Colorantes de Creix-Wasquehal, Paris;

also the plant of the Etablissements KUHLMANN at Pieme-Ertvelde. The delimitation according to firms is based on the assumption that

- a) the company for chemical products and dyestuff at Muchlhausen will be taken over by the I.G.;
- b) the plant Hueningen of the E.K. will stop production, or be taken over by the I.G.;
- c) Dornach with its plants at Muchlhauson and St. Clair will come within the Gorman sphere;
- d) the Winnice, to , will come within the German sphere.

(pego 2 of original)

- 3. The French dyestuff production company could be registered as follows:
 - a) the name NUHLHAMM to be kept for the anorganic part of the company but without the words:
 "Compagnic Nationals de Matières Colorantes";

TRANSLATION OF DOCUMENT No HI-5810 CONTINUED

(page 2 of original cont'd)

- b) a new firm to be registered, e.g. under the name: "Manufacture Française de Matieres Colorantes";
- c) the dyestuff interests to be united under the holding of the firm St. Denis.
- 4. With regard to the shareholding interests the following possibilities are under discussion:
 - a) 51 % I.G. holdings of the production and sales companies with both compenies located at the same place;
 - b) 50 % I.G. holdings of the production company and 51 % of a seles company with a corresponding change in its partners, the Centrale do Metiòres Colorentes, Paris, could be used as sales company. The sales company cught to be separated locally from the production company as otherwise personal and material intermixing with other departments will be unavoidable.

Notes to a) and b):

handwritten noto: Pointed ut too on 4 tor efter is, it is therefore redommented that 51 % bo demanded. initial

A 51 \$ I.G. holding will place the primary responsibility for the future of the company on the shoulders of I.G. Considering the future possibilities in France this is no small thing. In particular it cannot be avoided for long that the plant be given a certain technical development. in ur committee on the other hand, an I.G. majority in the Franch dyestuff production will mean complete Gorman prodominance. This Movember that is not only of great importance under present conditions Prosident S., but also for the future. Even now rather considerable General Direc-restriction in production will be necessary since there is no adequate demand in France. Furthermore, various producso-called ?? tions which, from the German-French point of view, are quite unnocessory will have to be stopped, o.g., certain li ping lyentuffs and nephtolo, and porhaps indigo, too.

(page 3 of original)

Inflated firms, in particular, which had relied on compensatory deliveries from the I.G., must be reduced to a sensible size. A company with 50 % of the shares still in French hands will not easily submit to such drastic measures,

Sales management, too, will be easier with an I.G. mejority - particularly with regard to export, for the French will slwsys try wher ver possible to go their own way and try to find some commonsation in export for the loss of home consumption. This difficulty would in fact h we been met by a sales company with a 51 % I.G. holding.

Furthermore, it has to be considered that the interests of the production and the sales companies are not always dovotailed: the first con for technical ressens produce more or liff rant products than are needed by the sales company.

5. With interests divided among one production company and one sale company, the production company would have to deliver all ready-for-sale products to the sales company at actual costs. Profits, accordingly, could only be shown by the seles company.

TRANSLATION OF DOCUMENT No HI-5810 CONTINUED

(page 3 of original cont'd)

Whether such a solution is possible has still to be considered in view of the fact that the production company is highly capitalized, whereas the sales company is naturally (capitalized) on a low scale and the profits, on the other hand, and that is probably (profits) of a considerable size, will only be shown by the sales company.

6. With regard to the question of the capital of the new French production company the following must be borne in mind:

In 1937-1938 the cales value of the CMC-production was about 30 million RM per annum. It must of course be taken into consideration that at that time the French franc was already depreciated, and furthermore that the sale of auxiliaries for dyoing, accessories for textiles and organic by-products is not contained in that sum, but the total amount would not thereby be greatly altered.

Alsece-Lorraine which consumed to of the total amount of the French dyestuff production, will in future no longer be available as a market; the same applies perhaps to the Bills district (Roubaix, Tourcoin); furthermore, a downward tendency of the buying and consumption power of the French will result in a decrease in domand; therefore, the future immanent turnover value of the company will hardly be higher than calls million RM which would be equal to a share capital of the same figure according to the standard formula of: "Turnover to dapital as 1: 1".

(nego 4 of original)

7. Questions of personnel.

- e) Appointments to the Authichtsrat; Fumber of the German and French members and chairman.
- b) Appointment to the directorate of the production company of German and French persons: Numbers and chairman
- c) Appointments to the reless commany of Germen and French persons; Numbers and chairman.

8. Miscellencous.

0

- a) Old agreements will not be taken over; this will also apply to the agreements with the hasher Ferbonfabriken and the ICI. What other agreements of this nort exist?
- b) The M.K., or the French, surt undertake not to restart, either directly or indirectly in arence or outside Frence, the production of such products which will be taken ever by the new company, nor to assist either directly or indirectly such undertakings by a thir enerty.
- c) Clear definition of the position of the new French company towards St. Form.

60

TRANSLATION OF DOCUMENT NO. NI-5810 CONTINUED

(page 4 of original cont'd)

- d) Employment and restriction of the activities of Mr. RHEIN and Mr. MICHELL in France outside Paris to the spheres of nitrogen and artificial products.
- e) What has been undertaken by CMC in Latin America?

CERTIFICATE OF TRANSLATION

I, Annette Wallach, 20101, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-5810.

23 Hay 1947

Annotte Wallach No. 20101 TRANSLATION OF DOCUMENT NO. NI-5901 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Farben Memorandum

on the basic principles governing the regulation of German-French relations in the dyestuffs sphere

de la constitución de la constit

(Read and handed over to the French Delegation on the oceasion of the first meeting held under the auspices of the Armistice Delegation in Wiesbaden on 21st November 1940.)

The claims of the German amiline dye industry to leadership in the European area are based firstly on history and secondly on the fact that up to the outbreek of war in 1939 the German aniline dye industry supplied approximately 55-60% of world dyestuff exports. Moreover, Farben has always been the sole decisive factor in the fixing of international prices. All other producers, including Switzerland, modified their prices to correspond with Farben's; the firms in the Farben cartel followed Farben's price policy in accordance with previous agreements; while the "outsiders" did it of their own accord, which in their case meant that they tried to snatch an advantage for themselves by cutting their prices to a greater or lesser extent in a way which was neither warranted by the facts nor based on their own independent calculations. The standard which Farben has attained in scientific and practical technical developments is in keeping with the legding position which it holds in the international dye trade. Germany's technical superiority is also undisputed.

In re-organizing the European area every effort must be made to ensure that no interference with or damage to the work of reconstruction arises from this area and that the discussions which must at some future date be held with the overseas dye industry on the four non-European continents, and which are already sufficiently difficult in themselves, are not rendered still more difficult by competition among

TRANSLATION OF DOCUMENT NO. NI-5901 (cont.) OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

the Europeans. Consequently, it is a matter of both common sense and economic and political necessity

Page 2 of original

that the work of the French dye industry should be adapted to conform completely with that of the German industry.

The German demand for controlling influence, however, is not based entirely on these general considerations, but is also justified by the peculiar historical development of the French dye industry itself.

The only independent "national" dyestuff manufacturers in France before the World War were the firms of

> Societe Anonyme des Matieres Colorantes et Produits Chimiques de St. Denis (formerly Poirrier)

and

Etablissements Steiner, Vernon,

who covered about 10% of French dyestuffs consumption.

The branch factories established by Gorman dyostuff producers in France before the World War on account of the French patent law and the import duty of 1 fr. per kilogram ("O.81 RM), and covering by far the greatest part of the French market, namely:

Succursale de la Badische Anilin-Soda-Fabrik, Nouville a/Saone (Ludwigshafen)

Societe Anonyme des Produits Chimiques Fredr. Bayer & Co., Flers (Nord) (Leverkusen)

Compagnic Perisienne de Couleurs d'Aniline Creil (Oise) (Hocchst)

Manufacture Lyonnaise de Matieres Colorantes (Usine la Mouche), Lyon (Rhone) (Cassella)

Succursale Francaise de l'Aktiengesellschaft fuer Anilinfabrikation, St. Fons (Agfa, Berlin)

Societe Anonyme des Etablissements Weiler-ter-Meer, Tourcoing (Urdingen)

were taken from Germany during the World War and placed at the disposal

TRANSLATION OF DUCUMENT NO. NI-5901 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR VAR CRIES

Page 2 of original (cont.)

of the French industry thus involving the transfer to enemy hands of both the installations themselves and the technical and commercial knowledge of the employees taken over along with them.

The patents and trademarks belonging to the German dyestuff industry were utilized by the national French industry.

Page 3 of original

After the World Wer, German imports were subject to the general tariff rates, which were four times as high as the minimum customs duty and were therefore prohibitive in the case of dyestuffs; in addition, import licenses were compulsory. The dyestuffs required, pending an increase of output in their own production, were for the most part obtained from Germany on the basis of Appendix VI of the Versailles Treaty, duty-free and at reduced prices. By way of reparations tax, the French treasury charged the French purchaser 26% of the involved value on every consignment not included under the head of reparations.

In 1938 a dyestuffs import license law (Farbstoff-Einfuhr-Lizenz-Gesetz) was passed.

The French dyestuff industry at present in French hands consists of the following firms:

- Compagnic Nationale de Matières Colorentes et Manufacture de Produits Chimiques du Nord réunies Établissements Kuhlmann, Paris.
- Société Anonyme des Matières Colorantes & Produits Chimiques de St. Denis, Paris.
- Compagnie Française de Produits Chimiques et Matières Colorantes de St. Clair du Rhone, Paris.
- 4. Société des Produits Chimiques et Matières Colorantes de Bulhouse, Paris.
- 5. Etablissements Steiner, Vernon.

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 Société Anonyme pour l'Industrie Chimique, Mulhouse-Bernach. TRANSLATION OF DOCUMENT NO. NI-5901 (cont.)
OFFICE OF CHINE OF COUNSEL FOR WAR CRICES

Page 3 of original (cont.)

- 7. Mabboux & Camell, Lyon.
- Société des Matières Colorantes de Croix Pasquehal (Borel). Moubnix.
- 9. Prolor, St. Dic.

(3)

Firms 1-6 have mutual investments and are united in the "Centrale des Matières Colorantes, Paris". Firms 7-9 are controlled by the Centrale des Matières Colorantes. (x)

With the exception of Soc. An des Matières Colorantes et Produits Chimiques de St. Denis and Etabl. Steiner, Vernon, which already existed

Page 4 of original

before the war, these firms are based on the potential of the abovenamed brenches of Germen dyestuff factories and have made no independent contribution of any significance to the development of the
technique of dyestuff production. Some of them are actually still
working with the old installations (St. Clair du Rhone La Mouche)
or have set up new plants in the immediate vicinity of former German
factories by assembling the plants worked by several German factories
before the war. This is especially true in the case of the biggest
of the French dye companies, the Compagnic Nationale des Matières
Colorantes, now merged in the Compagnic Nationale de Matières
Colorantes et Manufactures de Produits Chimiques du Nord reunies,
Etablissements Kuhlmann.

As if that were not enough, however, an organized system of industrial espionage was conducted by the French in the years 1918 and
1919, after the signing of the Armistice, when French chemists invested
with military functions remained for months in the plants owned by
Farben in the occupied Rhine district. In order to put an end to this
espionage and to stop any further deflection of intellectual assets
to France, the German dyestuff factories signed a 45-year contract

62

⁽x) In addition, there is the firm belonging to the Basle Farben -Société pour l'Industrie Chimique à Bale, Usines Succursale à St. Pons - which is located in St. Pons, near Lyon.

TRANSLATION OF DOCUMENT FO. NI-5901 (cont.) OFFICE OF CHIMF OF COUNSEL FOR YAR CRIMES

Page 4 of 'original (cont.)

(the so-called Gallus contract) with the Compagnic Nationale. According to this contract the Compagnic Nationale had to pay in return for technical assistance a cash sum of 16 2/3 million francs - corresponding to approximately 5.5 million Reichsmark - besides handing over half its net profit. The cash sum was paid in part, but the amount due on the profit was never paid, as the French company had no profit to show for the two years during which the contract remained in force.

During the struggle for the Ruhr, the Comp. Nationale was absorbed by the above-mentioned Ets. Kuhlmann. The latter declared that it was not bound by the contract and cancelled it unilaterally in 1924. In view of the political situation at the time, it was impossible to prosceute. This breach of contract was all the more disgraceful since in the two years during which the contract remained in force, the factories of the Comp. Nationale had,

Page 5 of original

through our technical advisory service, which was in charge of the former first technical director of Leverkusen, Dr. Krokeler, equipped themselves with our most valuable processes and experience in the field of subsidiary products and dyestuff production.

(A

As a result of the above-mentioned factors, German dyestuffs found themselves almost entirely pushed into the background in France; and in the German-French commercial treaty of 1927 Germany had to content herself with an import quote of 5,000,000 GM., which included in addition the cuxiliary products used in the manufacture of dyestuffs. They were still liable to a considerable amount of duty. In contrast to this, the sales of dyestuffs in France and its colonies in the same year amounted to a total of 48.5 million Reichsmark, about 2/5 of which was covered by the "national" dyestuff industry and about 255 by Swiss

TRANSLATION OF DOCUMENT NO. NI-5901 (cont) OFFICE OF CHIZF OF COUNSEL FOR WAR CRIMES

Page 5 of original (cont.)

production plants and Swiss imports. Germany's share in the French dyestuff market thus fell from approximately 90% in 1913 to approximately 9% in 1927. Apart from dominating the French market, the French dyestuff industry began at that time to devote increasing intention to exports. The German foreign trade in dyestuffs dwindled considerably on account of these activities, not so much through the loss of customers - the German dyestuff industry carried on a vigorous struggle against the French industry - as through the fact that undercutting on the part of France often had unfavorable repercussions on the whole of the German scale of prices.

After years of embittered competition in the international market discrimination against German imports had banished them from the
French market - a cartel agreement was signed in 1927, in connection
with the above-mentioned negotiations for the German-French Commercial
treaty for the purpose of allocating the markets and eliminating competition between the German and French groups. This treaty was only
possible because German industry sacrificed to a considerable extent
its claims to activity in the French market

Page 6 of original

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and recognized the volume of export trade achieved by France in the course of the struggle and amounting in recent years to approximately 10 million Reichsmark yearly.

The double wrong of 1918 and 1923/24 was, however, never made good.

Although this account of the development of the French dye industry since the World War deals in the first place with the factories now merged in Ets. Kuhlmann or - like St. Clair du Rhone - controlled

by it, it is also true that the St. Denis factory - included for the first time in the cartel agreement of 1927 - which was already in

69

TRANSLATION OF DOCUMENT NO. NI-5901 (cont)))
OFFICE OF CHING OF COUNSEL FOR WAR CRIMES

Page 6 of original (cont.)

existence as a French dye factory before the war and did not participate in the so-called Gallus agreement, faithfully followed the pattern of the rest of the French dye industry and is today inextricably bound up with the other French firms, both as regards goods and sales organization and through personal ties and capital involvements. Thus St. Denis has also been profiting by political and economic developments directed against Germany. A solution of the French aniline dye problem can therefore be achieved only by including St. Denis; and in remoulding future relations to embrace the whole of the French aniline dye industry, no distinction can be made between the Kuhlmann factories and St. Denis; on the contrary, both must be included as identical parts of the same whole.

The Gallus agreement already stipulated that the French aniline dye industry was to work above all for the home market. It was to export only in exceptional circumstances and in mutual agreement. At that time the French industry, including St. Denis, had actually no export trade of any significance to report. This development came later, when the French factories were in possession of the German experience and allowed themselves liberties which were in direct contradiction to the Gallus agreement. In many cases the export trade was carried on only for reasons of prestige and proved to be a disturbing factor, for

Page 7 of original

French lines were by no means so well introduced in most of the markets worked by the French group in the last few years before the war as to justify the use of the term "continuity of business", nor was it either desirable or necessary from the point of view of commercial policy that exports of this kind should be made. On the contrary, the French export trade found itself in continual difficulties because for reasons of

TRANSLATION OF DOCUMENT NO. HI-5901 (cont) OFFICE OF CHIEF OF COURSEL FOR WAR CRIMES

Page 7 of original (cont.)

commercial policy, foreign currency etc. it was found impossible to fill the quotas claimed by the French group for individual countries.

Under the new order, therefore, French exports should only, as an exception to the rule, take place in accordance with considerations justified by perfectly definite territorial or technical factors.

As past experience has taught us, however, an export trade of this kind, permissible only in exceptional circumstances, can only be carried on without damaging the German export trade and without upsetting the markets if it is under German management. For in spite of the existing cartel agreement the French group had tried constantly, in ways more or less contrary to the agreement, such as price-cutting and other manocuvres, to increase its own business and peach on German preserves. During the last few years this behavior has led to repeated grave crises in the cartel which proved extremely difficult to overcome and which caused the German group to have grave doubts as to whether the cartel relationship could be maintained.

In the interests of a healthy development of the French dye industry itself, it is desirable that its operations should be restricted to the French and French colonial markets in the first place. These markets are destined to form an important part of the entire Euro-African consumer area. They are inextricably bound up with the neighbouring markets and can only be exploited to the maximum economic advantage with the aid of direct cooperation from the controlling German partner.

END

CERTIFICATE OF TRANSLATION

I. Mona A.M. Macleod, hereby certify that I am thoroughly coversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-5901.

15th July 1947

TRAISLATION OF DOCUMENT NO.NI-9199 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Extracts

from the HISTORY OF A NEGOTIATION

21 November 1940 - 18 November 1941

by Rone- P. DUCHELIN

Page 67

DEMORARDUM FOR THE C.M.C. (Centrale des Matières Colorantes unissant les Fabricants Français - Central Dyestuffs Organization amalgamating all French Dyestuffs Producers).

It would be impossible for the directors of the German I.G. seriously to maintain that pressure was brought to bear upon them to sign the Franco-German Cartel Agreement, that this agreement was to their disadvantage or that the agreement is now invalid.

All the documents manifest, on the contrary, the eagerness with which they hastened, a provisional agreement having given satisfaction, to sign the undertaking to collaborate loyally and in a friendly spirit over a very long period. In the same way, there can be no possible doubt as to the special precautions taken to ensure that the validity and the soundness of the France-German agreement should not be questioned, any more than in the case of the tripartite agreement concluded between Germany, Suitzerland and France on the same day.

The spirit of unity and of friendly collaboration reveals itself at every step of the way, in all these documents.

First of all, let us refer to the preamble which constitutes the introduction to the tripartite agreement, where the following can be read:

"The necessity for closer collaboration in the field of dyestuffs and of the auxiliary products of the dyestuffs industry, between those ' dyestuffs factories which figure particularly actively in the market, has been apparent for some time.

"This necessity gave birth to a provisional agreement between the Centrale des latieres Colorentes and the Swiss I.G., and to the provisional agreement existing between the German I.G. and the Centrale des Matieres Colorantes: in a new draft, the latter agreement, along with the present contract, was couched in the form of a final agreement, the period of validity of which was the same as that of the present contract."

This text proves that the provisional experimental agreement had shown good results, since both parties deemed it expedient to replace it by a final agreement with a period of validity of 40 years.

The spirit of understanding and justice is apparent in every clause of the France-German agreement, as is also the explicit desire to establish

TRANSLATION OF DOCUMENT NO. HI-9199 CONTINUED

(page 1 of original, conttd)

the agreement on the firmest possible foundations, even should the German-Swiss agreement fail.

The following are extracts:

FRANCO-GERMAN AGREE ENT

Page 2 GENERAL:

"The contracting parties are aware that, should the new agreement concluded with the Swiss I.G., designed to control future cartel relations between the contracting parties be multified, or should it prove impossible to implement the terms of the agreement for any reason whatso wer, the cartel relations existing between the parties concluding the present agreement would continue in force (weiterbestehen sell)."

(page 2 of original)

Page 2 TECHNICAL ASSISTANCE:

"The contracting parties likewise envisage close collaboration in technical matters in future . . . the contracting parties shall make a mutual emphange of processes and experimental data upon demand Approximent shall be reached on this point by the contracting parties in each individual case and the parties shall fix, by common agreement reached in a spirit of . friendship (in froundschaftlicher Vereinbara g) the conditions

Page 2.

"The administrative authorities shall ensure that a spirit of understanding provails in all transactions and that the work is executed in an atmosphere of harmony".

Page 5.

"The contracting parties are unerimously agreed that the dominating principle in an agreement of such long duration must, more than in any other agreement, be that of good faith and confidence (von dem Grundsatz von Treu und Glauben beherrscht werden sell); as commercial organizations are profoundly effected by the contract, the contracting parties unanimously express as their primary desire that the existence of the agreement be never called into question (sein Bestand vor allen Dingen cussor Frage gestellt sein-sell). Consequently, should serious difficulties arise in one or other province covered by the contract, be they territorial or material, the contracting parties would be under an obligation to use every means in their power to evercome these difficulties, and should it prove impossible for the contracting parties to reach any greement, it would be the responsibility of the Court of Arbitration to solve the problem, their action being prompted by this point of view which is the principle

73

TRANSLATION OF DOCUMENT NO.NI-9199 COMMINUED

(page 2 of original, contid)

underlying the agreement."

Similarly it has been decided and laid down in paragraph 5 (page 5) that the Court of Arbitration alone should have the authority to decide all questions connected with the nullification of the agreement, its scope, the period of its validity and its rescission.

From the outset, moreover, the German directors had attached capital importance to the signature of the Franco-German agreement. Dr. von Schnitzler had written to M. Freissard as early as 30 November 1937 Wint the agreement between dyestuffs producers was "to be considered, in a manner of speaking, as the advance-guard of comprehensive agreements to come We shall truly do our best to promote -- and not to hamper -- the organic development of the organization to be brought into boing."

At the mosting hold on 13 June 1927 at Frankfort, Professor Bosch had stated during the opening address, "Unpleasant incidents which may have occured in the past between French and German producers of dyestuffs are today forgotten and no further reference will ever be made to those old stories, which are now things of the past."

On 11 October 1937, when the Cartel had been in operation for ten years, Dr. von Schnitzler wrote to H. Fressard a letter so warm in tone that it is impossible to believe that the agreements which had become final in 1929, had not given very great satisfaction in German industrial circles. He wrote:

". In particular, the great banquot of 1 October which was such a singular success, has left a great mark on our memories. It is with joy that we were able to convince ourselves that our agreement, from which both groups have derived so many valuable advantages, is firmly anchored not only in things but also in men, and that, assuredly, is the important factor."

In an article in the "Voclkischer Boobachter" of 13 November 1937; Dr. von Schnitzler expressed his satisfaction, this time publicly, and declared that in ten years, the Frence-Germen Dyestuffs Cartel "has become the nuclous (Urzelle) of numerous important agreement with third parties, embracing the greater part of the world . . . "

"Thanks to this agreement, therefore, it has been possible to satisfy the demands of each of the contracting parties without adversely effecting the markets (die berechtigten Ansprucche beider Botoiligton vollauf zu bofriedigen, ohne den Haerkten Zwang anzutun)."

(page 3 of original) The article ended with the following conclusion: "The two parties believe that they have proved, during these ten years, with what success the Germans and the French can work togother in the common interest and the two parties are mercover persuaded, that, in addition to the progress brought directly to the realm of Chemistry, they have equally rendered a service to their countries (auch fuer ihre Laender Nuctzliches geleistet

TRANSLATION OF DOCUMENT NOTH -9199

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(page 3 of original, cont'd)
habon) by succeeding, after years of bitter rivalry, in
achieving mutual understanding which, in every case, has
smoothed out economic opposition (wirtschaftliche Gegensactze)."

The French Government has never considered that contracts concluded before the war between French and German firms were nullified by the more fact of the war.

On the centrary, the French decree of 1 September 1939 confirs the validity of these contracts and lays down that "they are suspended for the duration of hestilities", and that only in so far as they would entail "direct contact or contact by may of an intermediary between French persons and the energy." The French Covernment has, moreover, reserved the right to authorize the resumption of relations during hostilities. In April 1940, it even rutherized the Legal Advisor of the Contrale des Listières Colorantes to establish relations with the Legal Advisor of the German I.G. at Frenkfurt.

In addition, the same decree established that "dobts contracted towards the energy shall continue to bear interest in accordance with the conditions laid down in the agreement "

The French Covernment has, therefore, done nothing to jeopardize the rights of I.G.. It has, in fact, safeguarded than in such a way as to permit the resumption of commercial relations at the end of the war.

The above provides evidence for the proof of the following:

- that the France-German agreement has retained its validity and that it is merely suspended for the duration of hostilities.
- 2. that the French Government can authorize those French firms bound by agreements to enter into relations impodiately with the German I.G.. Such authorization has already been given to the Legal Board of the Centrale dos Matières Colorantes.
- 3. that any difficulty which cannot be resolved by friendly agreement between the parties concerned is to be submitted to the Court of Arbitration formed for the purpose, which alone has the power to decide in the matter or to declare authoritatively that the agreement is annulled, should one of the parties claim that such is the case.
- 4. that the agreement has given complete and entire satisfaction in interested circles in both countries and that it has secured for them valuable advantages and this by the enthusiastic avoval, reiterated in public, of Dr. von Schnitzler himself.

Signed: DECUGIS

TRANSLATION OF DOCUMENT NO.NI-9199 CONTINUED

(page 3 of original, cont'd)

CERTIFICATION _

I, Hilde MAYER, U.S.Civilian, AGO No. D-429874, hereby certify that the above is a true and correct copy of Extracts from HISTOIRE D'UNE NEGOTIATION, by Rene-P. DUCHENIN, the original of which is in French language.

Signature: Hilde MAYER HILDE MAYER U.S.Civilian 130 No.D-429874.

CERTIFICATE OF TRANSLATION

25 September 1947

I, BERYL C. BESTICK, ETO No. D-427459, hereby cortify that I am a duly appointed translator for the French and English languages and that the above is a true and correct translation of the document No.NI-9199.

BERYL C. BES TICK, ETO No. D-427459.

TRANSLATION OF DOCUMENT NO. NI-8727 OFFICE OF CHIRF OF COUNSEL FOR WAR CAIRES

CHENICAL NEETING hold on 21st Nov. 1940 at 11 o'clock

The following word present:

Ambassador Dr. Henmen

ORR. Dr. Schoene
Direktor Hartlieb
Krie sverwaltungsret Kolb
Dr. ven Schnitzler)
Dr. ter Heer)
H.-R. Weibel)
Dr. Kuller)
Dr. Terhear)
Dr. Jekel (Interpreter)

- (Translator's note: two initials)

H. Raty

M. Drillien

ii. Duchemin (Ets. Kuhlmonn)

M. Thesaur (St. Denis)

H. Chatos

M. General Blanchard M. De ort (Interpretor)

Inbassador Homeon first of all welcomed the representatives of the French dye industry and recalled General Funtzi or's note Inted the beginning of August and statim that the directors of the French amiliae dye works desired an emertuality of conferring with the representatives of the German amiliae dye industry in order to discuss problems connected with the present cosition of the industry on a common basis. He had at that time informed General Huntzi or, as Chairman of the French communic delayation, that he was willing in principle to grant this wish, but thought it an unsuitable time to introduce conferences of this kind. In the meantime - on the 30th detector - he had informed the present Chairman of the French delegation, Genverneur de Feisanger, that he thought the time for these conferences had come. He had done this because the negotiations between the two delegations had made

such progress that everything was ready to facilitate traffic across the demarcation line as far as possible in present circumstances. He himself had pene still further and had declared his willingness to allow traffic across the demarcation line forthwith, as far as mode and payments were concerned.

(page 2 of original)

have French elektro word to be left even red

All other French claims were to be left open and to be dealt with later according to their wishes.

The above-mentioned note had led to today's meeting, at which he wished to give the representatives of both rouns an encoronity of talking over their respective wishes. As the su estion had come originally from the French side, he thought it appropriate that they should be the first to speak. He would leave it to them to but forward any wishes which they might have, as for as — these wishes had been approved by the French everyment, which claimed the leadership of the industrial delegation.

H. Haty, specking for the representatives of the French dye industry, expressed his thanks for this welcome and asked General Blancherd to state the reasons underlying the request made a month earlier by the French delegation for a discussion with the representatives of the German dye industry.

General Blanchard referred to an a remaint concluded between the German and French dye industries in 1927 after lengthy negotiations, in the course of which every aspect of the problem had been most carefully examined. During the negotiations; Professor Bosch had explained that constantly increasing competition on the part of the American dye industry had compelled the European dye industry to join forces to fight this American competition effectively. This agreement had been

nade effective for a period of 40 years, so that it should remain in force until 1968. It had liven both parties a share in the whole of the dye markets in France and abroad, whereby the share allotted to the Franch industry was representedly 9%. A further a respect and been unde between the German and Franch (roup and the Swies dye industry in 1920; and En land had also joined the trible convention in 1931, when the markets were re-distributed amon the four countries. This cartel a request had worked excellently until the outbreak of wer; and all the difficulties which invariably arise in connection with such complicated a requests had been exceeded, thanks to the god will shown by both sides.

(Pa e 3 of ori inal)

The tenth anniversary of the German-French a resment had been colebrated in Paris in 1937; and on that occasion the German and French representatives had can ratulated each other on the spirit of friendly co-exerction in which the a resment had been carried out curin, the paried which had claysed.

The French industry vished now to result the collaboration which had worked so well for 13 years. The 1929 and 1931 a recoments had consed to function, firstly because Switzerland recorded the a request as cancelled by the war and secondly because Initain declared that the war entitled her to rearred it as nil and void. The French industry, on the other hand, after consulting its lead experts, considered that the cartel a recoment of 1927 could be continued, as it had only been in abeyance during the war and could be re-activated when the state of war came to an end. It had to be admitted that own to war conditions the a recement could no lead or be carried out on the same terms as before the war. The new terms between the Garman-French partners must therefore be jointly examined.

In order to do this, the French incustry had asked its overnment for permission to errange the meeting new being held.

Ambasador Homen asked whether General Dlanchard had expressed the wishes of the French delegation in their entirety,
as he had spoken in rather entral terms. He would prefer to
hear the French views on the subject of how the French dye
industry was to be set join and the certal agreement
continued.

L. Noty stated that Con ral Planchard had but forward the desire of the French dye industry to maintain and continue the cartel a resmants, while H. Duchemin would state the French beint of view with resard to the Cotails of the terms.

M. Duchemin stated that when the Centrale des Matieres
Colorentes su ested to the French everyment in July that a
conference with the German dye industry should be arran ed
through the armistice Commission in Missbaden,

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they were under the impression that the occurying newer must be contacted at the moment when the plants resumed production. They had also thought that it would be useful to begin discussions with their German colleagues on the basis of the bro-war agreement, as they had not considered it void.

Ea would remind his German colleagues that although the Swiss dye industry had withdrawn from the convention and Britain had declared that the war had cancelled it, it had, necording to French opinion and French legislation, only been in abeyence. The conditions under which the agreement was to be considered cancelled were defined in precise terms in the two-party agreement of 1927; and it had been settled, just as in the three-party and four-party agreements of 1920 and 1931, that the agreement could only be cancelled by arbitration (arbitrage).

Although the English blockeds rendered it extremely difficult to carry out the agreement today, the French dye industrialists thought that there was still considerable scope for activity; and this might be considered to justify the colling of the present discussion. Although in the months of July and August a meeting of this kind would have served no useful purpose, it could now, after the conversation between Marshal Petain and Loich Chandellor Hitler, be repried as highly appropriate. The French side believed that even before the war the cartel had achieved the callaboration discussed by the German states en; no need only remin! them of the celebration of the tenth anniversary of the eartel. They were convinced that even today, after the war, the cartel could function to the satisf ation of both parties in saite of the grant difficulties at present caused by aconomic fluctuations and variations in the rates of exchange.

The French delegation had not brought with it any fixed program for the discussions; on the contrary, they wished to learn the views of their German Colleagues.

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to anticipate the remarks of Generaldirektor von Schnitzler, he could not refrain from expressing his estenishment that the French side held the eminion that the certal agreement still held good and that they had expressed the

(page 5 of original)

hope that this courted agreement would be continued in spite of the political directances. As the representative of the German government, he must point out to the gentlemen of the French dye industry that political directances had arisen in the mountime which had erented an entirely new political situation between Germany and France. He would say nothing of the fact that he was aware that some changes had also taken place in economic conditions in France, but he thought that

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they were taking a good deal for granted in approaching him with a request to uphold an agreement described by neutral parties as invalid and likewise roken by England, with whom Germany was engaged in a life-and-death struggle. Political reasons compelled him to refuse this request.

E. Noty enclosized for not allowing Herr von Schnitzler to smooth; he wanted first to exclain at greater length that the French industrialists had not intended to include England in the eartel, but only to maintain the present relationship of the German and French partners.

Industrial Homeon stressed the fact that the arrival of the French gentlemen with processes of this kind rendered him speechless. If the negatiations with the Ger an industrialists were to be conducted on this basis, he must say in the name of the German government that he was unable to conduct such negatiations with the French side. If reference was to be made to the meeting of the two hands of state, he must say that such a reference was out of these. Me new line had so far been adopted; they still based themselves entirely on the armistical agreement. He begind them not to introduce relitical events of this kind to belster up any unjustificible connercial management. It was taking a great deal for granted to expect to continue the cartal agreement with Germany when one of the carties had withdrawn and Germany was at war with the other.

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Generaldir, von Schnitzler explained that the last thing he had expected was to be not at Wiesbaden with a proposal simily to restore the old cartel. All those concerned knew that the old German-Prench cartel had been completely merged in the three-party and four-party cartels, and that this world cartel had involved the distribution

(Page 6 of original)

of world markets in such a way that it was impossible to separate the German-French cartel from the entire carelox. The pre-conditions for a German-French cartel, therefore, no longer existed. The French dye industry was acting as if it had observed none of the events which had taken place in the last year. For instance, the German-French cartel aimed at giving French industry an interest in the German market. It was incomprehensible to him how the French side expected to maintain this interest today. The international agreement was cancelled according to law; the German-French agreement had been rendered invalid by the war.

His government of the German really to the French reference to the discussion between the two statesmen. He would also note the German point of view with regard to the colleges of the pro-wer certal. It only remained for nin-to-ask the representatives of the German dye industry for their comments.

Generaldirektor Dr. von Schnitzler then read the German memorendum, which will be found in the accordix.

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Ambresador homson then stated that he would have liked to avoid making any reference to the past - and especially to the past of the greater part of the French dye industry - in these discussions. As that was impossible he would say what had to be said with all due clarity and would address himself in particular to the representatives of the French government and the representatives of the French dye industry. Speaking in both his personal and his efficial caracity, he would proface all discussions on this matter by st ting that he had not the slightest objection to larving the future of the French dye industry to be settled by a German-French page treaty to be

concluded in the near future. Should the French side profer this, he would not oppose it. They would still be at liberty during the intervening period to communicate with the German Hillitary Commander in France with regard to ressibilities of working together. He did not know what prespects they would have, nor whether Germany would repeat certain measures which France had forced upon Germany in the Treaty of Versailles, (Page 7 of document)

for in that respect their fate was still in the balance. The nembers of the French delegation must, however, have realized by this time that he himself, in the course of his negotiations at Wiesbaden, had always followed a line which had been much more successful in preserving the true economic interests of both sides, even before the conclusion of such a peace treaty, on a conserved basis. The greater part of his efforts hither-to had been devoted to creating normal economic relations on a free basis by means of negotiations, in order to shape the relations between the two countries in accordance with their respective economics and with the actual facts of the situation before the mance treaty cans to be negotiated.

It was immediately obvious that this method or procedure, as compared with the method used against Germany by France more than twenty yours before, represented an energous advantage exclusively for the French side. On the other hand, although Germany had in this respect shown much more understanding for the French economy, France would have to realize that these discussions could only be conducted on a basis of concrete reality. It was out of place to take as their starting—point connections which had been broken off by this disastrous wer. If the representatives of the French dye industry had consulted the government representatives

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in the French delegation, they would have been informed that even the German-French treaty of 1927 had been cancelled by the wer. Thy should it be otherwise in the erse of individual private legal agreements?

The momerandum read by Generaldir. Dr. von Schnitzler.

Was a sufficient indication of the way in which derivation with the Tranch dye in usery.

As representative of the Germa programmat, he accepted as a matter of course the directives and principles laid down in it, withough he mineral had also heard it for the first of an acceptance the programmat representative - and looking at the inter from the point of view of the frame government - he therefore entirely agreed that the representatives of the German industry should exchange views on this basis with the representatives of the French industry under the sustices of the German mistice Delag time for Economy (Doutsche Unifonstillstrads-Delagation for Virtschaft).

(Page 3 of original)

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General director win Schmitzler added that the idea underly lying the whole memorandum was that the Corum dye industry felt itself called by a as a of its addeve ents, both just and present, and the claims which it could be to the French market, to take the load in the reconstruction of the French dye injustry. This a clied to the technical and commercial leaders in as in 1 as to the loadership in partial matters. The German dye injustry saw in a liberation of this kind the maly solution which has favorable to be the former and French injustries and would allow the French industry, of whose range and variety the German industry was fully informed, to be successfully developed. He six no reason why the amorandum should not be handed over to the French side.

so that they sight study it in det-il.

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H. Duchemin said that in accordance with the German wishes no would not refer to the most, but that while listening to Herr von Schnitzler he had been strongly raminded of the negotiations which had led to the conclusion of the 1927 agreement. In that case, too, the light consultations of both parties had led to entirely on esite results. Now that Germany's intentions were known, however, it was easier for them to work on the future. He thought it best to examine the memorandum in detail first and to remay the contact afterwards, in agreement with the German government.

E. Rety observed that the German memorandum contained a contain number of general conditions laid down by the German dye industry to regulate future collaboration with the French industry. During the oral explanations, however, a new idea had been added which did not amount in the memorandum; the general claim for German leadership with regard to the French dye industry. As he thought that this idea would have to be more precisely formulated, he would like to ask whether this could be done now or whether it must be held over for mather discussion later.

Generaldir, von Schnitzler dealt with this question is undintely. As his first maint, he stated that - in agreement with the members of the French

(Page 9 of original)

group - Prench production would be arranged in the way best minited to the market situation. Secondly, it was intended to allow the French industry to retain the home market, as it had hitherto done allowing the German in ustry to expert only add late into France, while the French in ustry was to

Supply nainly its own surket and the French colonial market. The export of goods was, on principle, to be undertaken only in exceptional cases and in certain directions, in agreement with the German industry, so that there should be no overlapping in prices or inside the sales organization. He was of the opinion that the German industry should have a direct financial interest in the French industry within the scape of the development as a week. With regard to sales, he must say in conclusion that these must also be organized within France itself in such a way as to work smoothly and in close collaboration with I.G. is organization in Paris so that friendly intere was between the markers eight ensure that an everlating the place in the case of the cust nows of there.

minssader Kalman adplication that the proposal made by the Gordon chanical industry was understandable in connection with the remain rehabilitation of Europe; he would confirs its Cominent resition, but would at the same time give the French dye industry on the end hand the mossibility of a attinued work and development and, on the other hand, olimingto for the future the difficulties described in the ionorandum. At the same time, there must be co-exerction from production to solo, so that those branches of production for which favorable conditions existed in France could be continued and promoted, and others, which were working under loss fayor the conditions, could to loft to I.G. Whereas formerly oil those incustries had been fully developed in and country, the n w order of industry in Europe and brought with it a raturn to the classic principles of acquaric theory, according to which all breaches of production should not be corried on in every country, but only those to which the

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country was best suited. Germany had no wish to destroy, although today it was in a position to do so. As a dyo industry existed on French corritory, however, and its workers must be kept in employment, there was no intention at present of making such difficulties that these workers would be thrown out of employment. If this French dyo industry was to go on working, however,

(Page 10 of original)

it could be fitted into the new organization of Europe as a whole. This depend was only redsonable in view of I.G.'s world interests, and the French industry should not be surprised by these proposals, which allowed it to continue to function and made it an efficient and useful part of the organization as a whole, although they corrived it of the possibility of cabing use of contracts in order to correct with the German industry and source the latter out of cortain partets.

bedon, not only in the question of the dye injustry, but in a series of efforts which he had made in the commonle sphere generally; and he would continue to follow that line. He wished the German and French commonly to work together and for the same end; to begrow a word from a French statemen, he wented "comperation"! The meeting of the two statemen in Menteira must be viewed in this light, and not as meaning that the magnificent efforts of the two statemen were to be exploited for the cake of a taining a metty connected advantage. This was his common, since the chairman of the French sub-consisting attached such importance to transmitting it to his government. He know that his interpretation of the meeting of the two-statemen was identical with that of

the German government.

Considered from the angle of a coming peace treaty, the Gar un proposel was favor le to the French side; he assumed that it had also been made in I.G. 's financial interests, as it excluded competition. As he regarded the whole cuestion, however, as part of the wider problem of building up in the future a European economy on a continent-wide scale, he would wormly welcome the relievement of an agreement in the school of dya-stuff production which could serve as a model for further negotiations now aim & at between the more immortant Cornan and Pronch industries; and he would congratu-15to that on reaching such an greenent. The dys-stuff schore reseased the advantage that production was controlled on both sides on uniform wrinci des and under uniform leadership. This should note it courseendingly easier to reach by teams of negotiations an agreement water would to rh well for both e untries. With this in mind, he wished them every success in their discussions, which were for the time being to be laft entirely to the two industries without any participation by the government.

(Page 11 of Original)

in the German memorandum could cortainly form a basis for the exports' negotiations. With regard to control participation in the French companies, he would remind them of the French note, in which the lander of the French deligation and pointed out that negotiations of this hind on the part of representatives of the two governments must be corofully vetched, and asked whether both those questions, the control participation and the corporal arrangement of the sales organization, should be taken together.

Ambassador Hemmen replied that he could see no reason why he should have been concerned in his capacity as representative of the German government if the proposals of the German dye industry were not intended to be more than burely o maercial negotiations. He was in full agreement with the attitude of the French government wit. regard to the demand that the negotiations in connection with German particirction in French industry be conducted un er the austices of the .. rmistice Economic Delegation (Waffenstillstandsdelegation fur Wirtschaft). He had looked at the Wiesbaden discussions in this way from the first, as the view held by the German members was that organized collaboration between two industries of such magnitude was only bossible on the basis of mutual capital relations. He thought it proper, therefore, that the representatives of injustry on both sides should discuss matters personally ofter the first general and official comments had been made. These gentlemen had don't with each other for Coondes, messessed exact 'mowledge of the requirements of their industries and all other details concerned with them; and as they were weeting as business can they would, as coubt, very soon realize the opportunities for collaboration which existed. Hany details would still have to be discussed in the field of distribution of preduction and distribution of markets, as technical questions very concerned here. With regard to the claims of the German dye industry to 1 madership, the economic represontatives would have to discuss the question of wh t stors should be taken to revive both industries. The length to which Corman participation should go was a matter which must be sottled burely by reasons of commercial expediency. He himself was not sufficiently informed on these matters so he would propose that the economic representatives should

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contact each other in a sub-committee meeting within the framework of the negotiations arranged by the government. Should they fail to make progress, a fresh meeting of all the members under the leadership of the two governments could be called.

(Rage 12 of original)

If, however, positive results were achieved, then these results would have to be investigated within the scope of the government negotiations; and it would therefore be the task of both governments to pass judgement on them and to decide whether both governments could sanction what the economists thought possible and right. His own task here was to ascervain whether both governments could agree to the industrialists' proposals or whether they would have to make still further demands. He gave only general directives to the Ger an representatives; otherwise he left them complete freedom. In so doing, he acted in strict accordance with the wishes of both governments, which had stated that the agreements made by the industrialists must receive their express sanction.

In conclusion, it was decided that the industrialists should meet on the following day for direct contact.

The proceedings adjourned at 12.55.

Dr. Schoene.

after reading the foregoing 12 pages - And judging from the whole arrangement, the kind of type and the technical for mulation - I have no doubt that this is a carbon copy of the record made by Dr. Jekel from the stemographic notes of the meeting held on 21st November 1940.

Nurnberg, 20th June 1947

(signed) Dr. Schoene

Signed before me this 20th day of June 1947, Nurnberg.

(signed) Randolph H.Newman Attorney APO B597712

CERTIFICATION OF TRANSLICION

I, MOMA A.M. MCLECD, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-6727.

MOMA A.M.MCLTOD H.E.P. 59347

2 July 1947

AFFIDAVIT

I, J. H. W. KURT SCHOENE, after having first been warned that I will be liable for punishment for making false statements state herewith under oath, of my own free will and without coercion, the following:

In the year 1940 I was representative of the Reich Ministry of Economics (RWM) in the German Armistice Delegation for Economy. This delegation was formed on 8 July. Very soon after its creation a meeting took place at which the French General Huntziger, chairman of the French Armistice Commission, made an urgent appeal to us to remove the demarcation line, i.e. the line dividing occupied France from unoccupied France, or at least to make it less binding as far as economic matters were concerned. Commodities of which there was a surplus in the North were in short supply in the South and vice versa. According to Huntzinger this question of facilitating the exchange of commodities across the demarcation line was a vital issue for France.

I attended the negotiations at Wiesbaden on 21 November in my capacity of representative of the Reich Ministry of Economics as explained above. The negotiations had been preceded by a discussion between Envoy Hemmen and Farban, which I attended. Farban was represented by Herr von Schnitzler and Herr ter Meer and probably by some others as well. Farban raised the question of participation by Farban in the Etablissements Kuhlmann. They had already contacted the Reich Ministry of Economics. previously. They came to the delegation with a strategy based essentially on the positive attitude of the Reich Ministry of Economics toward such intentions.

A record was made of the negotiations of 21 November and signed by myself. I did not, however, draft the minutes myself. They are the transcript of the shorthand notes taken by our interpreter, Dr. Jekel. I had a lot of joint meetings with Dr. Jekel. He is extraordinarily reliable. He has an amazing gift for translating very rapidly and correctly. His method was to take down the German speeches in shorthand in German, and to deliver them in French: the French speeches immediately he translated in his mind into German, took them down in shorthand in German and delivered them in German. My experiences with Dr. Jekel are my best ones. Records of negotiations at which Dr. Jekel interpreted and of which he took minutes hardly ever caused objections to be raised. Apart from his afore mentioned abilities in this line, he also had a considerable knowledge of economics.

(Page 2 of original)

The competence of the French gentlemen was settled as follows: General Huntziger was chairman of the Armistice Commission; later on he delegated this chairmanship, as far as the Delegation for Economy was concerned, to Boisanger. The chief of the sub-departments were as follows: Financial questions: Couve de Murville; Industrial Affairs: Raty; Colonial questions: Tupinier; Matters of Commercial Policy: Leroy-Beaulieu. Bichelonne was Minister of Production.

I have carefully read each of the 2 (two) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under each that I have given the full truth to the best of my knowledge and belief.

(signed) J. H. W. KURT SCHOEME /t/ J. H. W. Kurt Schoene (Signature of deponent)

TRANSLATION OF DOCUMENT No. NI-10618 (Oont'd)

Sworn to and signed before me this 28th day of August 1947, at Minden, Westphalia by J.H.W. KURT SCHOENE, known to me to be the person making the above affidavit.

(signature) Illegible
Acting Asst. Adjutant General

CERTIFICATE OF TRANSLATION

6

I, MONA A.M. MACLEOD, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-10618

MONA A.M. MACLEOD MEP No. 38347

(END)

TRANSLATION OF DOCUMENT No. NI-10618 (Cont'd)

Sworn to and signed pefore me this 28th day of August 1947, at Minden, Westphalia by J.H.W. KURT SCHOENE, known to me to be the person making the above affidavit.

(signature) Illegible
Acting Asst. Adjutant General

CERTIFICATE OF TRANSLATION

10

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MONA A.M. MACLEOD MEP No. 38347

(END)

TRANSLATION OF DUCUMENT NO. HI-4880 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

FRANCOLOR COMPANY

OFFICIAL STATEMENT

In the year one thousand nine hundred and forty-seven on 3 January

I, Charles GELTHOFFER, deputy-prosecutor of the Republic at the Tribunal of the Seine, being on temporary duty with the International Military Tribunal for War Crimes assisted by M. Laurent CLEMENT, aged 25, on official duty with the said tribunal was swore to carry but faithfully the duties of court-reporter thick I and conferred on him, when on duty in Paris;

In connection with the investigations concerning the activities of the leaders of the I.G. FARBERIEDUSTRIK

summoned M. Abbon Pierre CaSTL/TS, aged 52, engineer, residing 9. Boulevard de Dixmule, in PARIS, 17e, who, having sworn to tell the whole truth and nothing but the truth decorat as follows:

Bafore the war, from 1939 - 1940 I worked in various industrial companies, chiefly in the KUHLMAKE company.

At the beginning of the month of Fovember 1940 I was appointed delegate-general of the "Organisation Committee of the Chemical Industries". It was in this capacity that in the course of the same month, Hovember 1940, I was chosen to attend the meetings of the Armistice Commission in Wiesbaden, which was to be called on to examine questions concerning the French Questuff industry. I was not meant to represent any company; my role was limited to that of a mere observer of the "Organisation Committee of the Chemical Industries."

In this way I attended two meetings which took piece at Wiesbaden on 21 and 22 November 1940.

The first meeting on 21 Fovember was presided over by Haller, the President of the German Armistice Commission, assisted by M. SHOEN, deputy-chairman of the same commission, Major KOLB, the German

MM. von SCANITZLER, ter MEER, WAIBEL and KUGLER, leaders of the I.G. FARBENINDUSTRIE. On the French side the following were present: M. RATY, deputy-chairman of the French Armistice Commission, assisted by MM. ALLIER and DRILLEN. M. DUCHEMIN and M. THESMAR the representatives of the French dyestuff industry were also at the meeting, as well as myself. I must add that M. BLANCHARD, who was the director of the chemical industries at the Ministry for Industrial Production represented the French government at this mouting.

Page 2 of original

At the request of M. HEMMEN, Mr. BLANCHARD explained the French point of view, which simed at putting into effect again agreements which had been made in 1927 between the French dyestuff industries and the I.G. FARREN and which had been interrupted owing to the war.

HEREXI answored with great violence that there could be no question of discussion on this basis and that he could not find words strong enough to express his amazement at such proposals. SCHNITZLER gave lively support to the latter point of view, but showed less violence however, and added that he considered the agreements completely broken off by the war. SCHNITZLER then read a document which he had with him and in which he made violent attacks on the French dyestuff industry, which, according to him, had done harm to I.G. FARBERII DUSTRIE. According to the same document the European dyestuff industry was to be controlled exclusively by I.G. FARBERI and the French industry was to give up all exports.

After this document had been read, HTVEET began to speak, and said that he invited the French industrialists to reach an agreement with the German industrialists on this basis, otherwise the fate of the French dyestuff industry would be settled in the peace treaty, and in the meantime, as regards the immediate fate of their plants, the French industrialists would have to deal with the German military

Page 2 of original (cont.)

authorities in France.

M. DUCHEGIN declared that he would study the German memorandum together with the French government.

SCHNITZLER specified that the control which the L.G. FARREN intended to impose on the French dyestuff industry would include a participation in the capital of the French industry.

After an exchange of explanations, HEMNET advised the Gurman and French industrialists to come to an agreement and closed the mooving.

After this meeting the French, who had participated, exchanged their impressions and prepared their attitude for the meeting on the next day. We were all decoly moved by the seriousness of the situation; the extent of the German demands aimed at a more or less definite control of French industry; the menaces of the German president HEMMEN were grave because they revealed the possibility of an immediate expropriation of the plants. It seemed to us that it would be better to avoid a rupture in order to keep possession of the plants, but that it would be advisable not to bind ourselves in any way, and that the question should be submitted in its entirety to the French government.

The meeting on 22 November took place only between the representatives of I.G. FARBEN who had been present the day before (von SCHNITZLER, ter MEER, WAIFEL and MUGLER) and, on the French side, only N. DUCHEMIN, THESMAR and myself were there.

Pege 3 of original

During the course of this second meeting, W. DUCLIMIN protested against what he called the "Diktat" of the day before, and against the accusations which had been made against French industry. W. THESMAR supported his colleague and stressed the earlier origin of certain methods of manufacture used by his company.

Page 3 of original (cont.)

SCH ITZLER disclosed the point of view of I.G. FARBEN and stated that he had studied the question for a long time.

According to him, the I.G. FARBEN wanted all set-ups in the French dyestuff industry, together with their capital, to be amalgamated in one company, after production had been concentrated in four plants only, and I.G. FARBEN would have 51% of the shares in this company.

After discussion on different questions, the Germans specified that they would accept a French chairman for this account. But they repeatedly expressed their intention of probibiting French experts.

The meeting ended without the French committing thomselves in any way. They reserved the right for themselves to consult their government first.

After these two meetings negotiations continued without the Organisation Committee of the Chemical Industry or myself taking any further part in them.

Later on I learnt, without being informed of the details, that the Germans had been successful in forcing the creation of a single dyostuff company in France (FRANC COLOR), including a 51% participation in favor of the I.G. FARBINIMDUSTRIE.

On Interrogation:

I had the definite impression that the French and both the industrialists as well as the officials who attended the meetings of 21 and 22 November 1940 were the object of serious threats, which were directed not at their persons but at the interests which they represented. It seems to me that later on the consent which they gave, as late as possible, was only given under the threat of violence.

As a matter of fact, they had reasons to believe that if they would not accept the conditions which had been imposed on them, the German control over their plants would have been a total one and

TRANSLATION OF DOCUMENT NO. NI-4888 (cont.) OFFICE OF CHILF OF COUPSIL FOR MAR CRIMES

Page 3 of original (cont.)

might have expressed itself in measures of destruction, in the removal of material and transfer of personnel to Germany. On the other hand, their acceptance might leave them the hope of gaining time, of preserving their installations and keeping the personnel.

Roads, persists and signs after having approved the elimination of four words which were struck out as void.

Signed: CASTLTS

C. GERTHOFFER CLEMENT

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUGGER, USFET 482, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the Document No. HI-4888.

23 July 1947.

DOROTHY E. PLUM DR USFET 482

END

TRANSLATION OF DOCUMENT NO. NI-6933 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Memorandum of the Conference between the Representatives of the German and French Dyestuff Industries in Wiesbaden on 22 November 1940

Prosent: for the I.G.Farbenindustric Aktiengosellschaft
Dr. v. Schnitzler
Dr. ter Meer
K. -R. Waibel
Dr. Kugler
Dr. Terhaar

for the French dyestuff industry

Duchemin (President of the Ets. Kuhlmann)
G. Thesmar (President of St. Denis)

Castes

On 21 November 1940 in Wiesbaden, in the presence of the representatives of the German and French governments presided over by Ambassador Hemmen, leader of the Armistice delegation for economy, a first contact was established between the representatives of German and French industry. On the basis of the discussion the representatives of German and French industry were authorized to enter into a discussion of private economy with instructions to report to the representatives of their respective governments on the results obtained. This authorization was granted by Ambassador Hemmen to the representatives of German industry with the provision that the discussion be carried on on the basis of the memorandum which had been read out on the German side at the meeting of 21 November 1940 and which had been conveyed in writing to the

(See amendix)

Report of the Proceedings of the Conference of 22 November 1940

Already at the official meeting on 21 November 1940 the French representatives had first taken the point of view that the German-French dyestuff cartel of 1927 which had

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been merged into the Three-Power agreement (Germany-France-Switzerland) of 1929 and

(Page 2 of original)

into the Four-Power Agreement (Germany-France-Switzerland-England) of 1932, had certainly been suspended temperarily through the war, but was not to be considered as having expired. The German-French cartel was therefore the proved basis for the fulfillment of German-French interests in the dyestuff field and it would be in knowing with the Gorman-French cooperation that was desired to make it active again. Although this expose was clearly and unequivocally rejected by Ambassador Hemmen and Dr. v. Schnitzler as corresponding neither to the legal facts nor to the political and economic conditions, and although the I.G. memorandum alone was admitted as a basis of negotiation for the establishment of direct contacts in the field of private economy, M. Duchemin nevertheless entered into the discussion again on 22 November 1940 with a fresh expose of his viewpoint that the German-French cartol still existed. M. Duchemin endeavored to prove his thesis point by point with the help of the opinion given by the legal advisor of the Ets. Kuhlmann and sought to strengthen it with the following statement:

"Le Gouvernement français n'a jamais considéré que les contrats antérieurs entre firmes françaises et allemandes étaient rompus du fait de la guerre."

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Dr. Schnitzler then declared that it was not only for formal reasons that he must refuse to allow further discussion as to the existence or non-existence of the German-French cartel, but that he must again dony in due form the facts used in justification of this thesis. The opinions advanced by the French simply ignored the events of the past year and completely passed over the fact that after all it was France which had declared war on Germany. Apart from the

legal point of view, the economic impossibility of allowing a revival today of cartel agreements which had been made under cuite different international market conditions, the I.G. must also refuse to go back tel qual to the old relationships established by agreements for the reason that during the war the attitude of the French partners in the cartel, and especially of the Ets. Kuhlmann had been definitely hostile.

(Page 3 of original)

From various documents it was proved that right from the beginning of the war the measures taken on the French side considerably exceeded what would have been natural in the complusory development of conditions in time of war, and everything that would have been in keeping with the attitude of good citizens; countless measures betrayed a tendency towards a conscious damaging of German interests, and as far as the Ets. Kuhlmann went, one must speak of "actes deloyaux". In particular they were represented with the procoodings witch on account of alleged espionage they had undertaken at the instigation of the Ets. Kuhlmann against the I.G. representatives of French interests in Paris, procoodings which were still rending formally today. After all this the attitude taken by the French with regard to the velicity of the cartel must be looked upon as asking a lot and as an offenno. There must also be a complete rejection on the German side of the recent attempt to bring the French viewpoint into line with the conferences between the Fuhrer and Lirshal Potain and to represent the standpoint of French industry as being in keeping with the spirit of these conversations.

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After such a delimitation of the basis for negotiations * the French representatives found themselves finally ready to

discuss the "claim to leadership" which was asserted in the I.G. monorandum, and H. Duchemin asked for a precise exposition of the four main principles mentioned at the official conference the day before which arose from this claim to leadership as regards a settlement of German-French relations in the dysstuff field, viz:

- 1. A bermonious regulation of Prench production in accordance with the changed market conditions and the demands of the European economic order of the future.
- Fundamental limitation of the French dysature industry to the supplying of the Prench home narrest and that of the Prench colonies.
- 3. Export activity only to the extent that it promotes the common interests.
- 4. Accuisation of financial interests by the I.G. in the French dyestuff industry, in order to secure a long-term comparation on the afore-mentioned basis and to do justice to the historical development.

(Fage 4 of original)

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Before entering on a discussion of these four fundamental noints Dr. v. Schnitzler once again commented on the I.G. memorandum which had been submitted the day before. The quoting of events from hest history was not inshired by a wish to arouse controversy; reference to the past was ande primarily in order that the "claim to leadership" which was assorted by German industry should be explained by the special development of conditions in France and not only by the General position of German in ustry in the world. The now program was to produce such a cooperation as would undoubtedly have developed in a reasonable way if neither the ver of 1941/19 nor that of 1939/40 had taken place. In the latter case in view of the increasing Gyestuif consugstion in France and of the importance and financial nower of French inorganic chemistry there would have grown up cuite naturally in the course of time a certain

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production which before the war was represented only by St. Denis. In view of the dominating position of German branch factories in France and the undisputed scientific and technical superiority of the German dynature industry such an expansion of the "national production" could only have taken place, however, in concurrence with the German dynature industry and under its controlling influence.

If the it had once again been clearly and expressly cointed out that the claim of the Corman dyestuff industry to a load-ind position in the cooperation with the dyestuff industry in France was confined exclusively to dyestuffs, to their organic intermediate products and dyestuff cumiliaries, and not to the other fields of production of the Franch enterprises in this industry, the four main points were set out in the subsequent course of the discussion as follows:

1. Production.

In the course of German-French cooperation austronmlimin, of French production must be carried out, and this not

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(Page 5 of original)

so much by improving the processed used but above all by limiting the number of types and by avoiding dualication in manufacture which is westeful. Such a strenshining and guiding of production according to future market requirements and the demands of technique makes it a necessary pro-requisite that the French dyestuff factories be amalgamented in a uniform "French dyestuff commany." For this outpose the dyestuff producing plants of the Ets. Kuhlmann

Villors-St. Paul and Oissol

must be dissociated from the Muhlmann concern and together

TRANSLATION OF DOGULING NO. 112-6838

with St. Denis, St. Clair du Rhone end the smaller compentes in the combine must be absorbed into the new engrany.

The requirements of the new coupany in inorganic basic products, to the extent that they are not covered by their own production is in the ease of St. Dents, will be easured by subschio agreements with the Ets. Kulimant for Coliveries at preferential orices.

absorbed on the new company manufacture eroducts which in themselves do not come under the claim to leadurants of the Gorman in latery, it will as a rule not be technically possible to transfer these manufactures elsewhere. If such a transfer is not possible, as no to be forescent in the case of Villers-Bt. Faul, agreements will have to be rade for the products in creation to be sold on a friendly basis.

(3)

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The Garage claim (see not extend fundamentally to all originals contained products. To the extent that original products of typetules or summingly dyn products are remained in some plant of an analytical fundamental and the products are then that more desired in some plant of an all remains the information of in the products and the remains the production and the remain the following the Garage claim.

It is not the intention of the German Gyestuff incustry to place for an about the parameters of the Gyestuff industry has plants. On the contrary, the Gorman Gyestuff industry has the sollaboration in the following way-that

(Fr. a C of original)

Gordan-French technical collissions should be set up on the morel of its own organization to must at cortain regular intervals in order to discuss and settle the problems which arise in their own special field.

2. Position of the French dyestuff incustry in the hole heritet

In connection with the fundamental restricting of the French dyestuff industry to the home market the German dyestuff industry is ready to limit her sales to France and to the French colonies in the same way as before the war. She will therefore, put on sale in France a more assertment of main products. Thus cale will be effected through the SOPI which has represented I.G. interests higherto, and which will have to estimate the closest contact with the sales management of the new company an order to avoid disturbences on the market

The fundamental limitation of the French Sysstuff industry to the home market and the colonies will leave the new company in normal circumstances a thereogely adequate basis for production; for expects in a regular way comprised a proximately only 25% of the overall French sales, and were moreover to a concuderable extent wasteful. In judging the question whother the home market can offer an adequate field for the new correspy it must further be considered tart in the course of the years, both through Swiss imports into France as well as through the Swissproduction on French soil (St. Fore), the Swiss dyestuff plants have acquired an excessive participation in the F each carbot which is detrimental to French industry, and which must be decreased in the years to come; and it must be taken into account that in the course of the incorporation of French economy into greater Europe an increase of consumption will davelop after the end of the tar ithin a calculable period of time,

3. Emports in the French dynstuff industry.

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With a view to the limitation of exports to definite and executional fields justified by territorial or technical considerations, the German dyestuff industry believes that -7-

TRANSLATION OF DOCUMENT NO. NI-5253 C. VIIO

it can already

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parait the maintenance of exports to Bolgium. The continunuser of emports to Bonin may also be discussed. In view
of the Propol . The mode on the Hextern better a industry
who caristability of a too ting to Hextern is over being ochsidered by the Assmans.

In cases of asymptotion by the caw company sales in general will the place through the sales one as of the German dynamic industry to the cond in spection.

4. Asculctuion of Cinemetry, theory win the Garan Gyestaff industry of the Fier histograms Industry.

The requisition of financial interests which are essential for the establishment of the Garden claim to londer-ship and of the principles Corived from 16 for the control of production and says is in the Presch dyesters industry and which, for the rate, are in knowing with the Distortion facts, are set forth by the German group as Follows:

The copital in the new company will be distributed as follows:

49% Franch Grow. 51% 1 G.

The nest of provident of the Varwaltungerat is to be taken over by a Provident who will be nominated by the autual agreement of take parties, and who, to enacted by the new decree of the French joint-stock law in accordance with the decree of the Viely government dated 19 September 1940, will hold the orfice of director-gen ral. The occurs which aims at an amendment of the French joint-stock law, dated 19 September 1940, is based on the landership principle and grants the most far-reacting powers to the president of the Verwaltun erat, who, as we have said, is to be a Frenchmen in the new company. A German we jorkty is therefore indisponsable in order to counterbalance the competency of the

TRANSLATION OF DOCUMENT NO. HI-6559

prosident as established by the join -stock law.

The remainder of the Verwaltungerat will be made up of German and French members in proportion to the distribution of empire.

Live involutions of principles 1-4 is the translation have given the Lot only the result of the process section.

(Page 3 of orthinal)

in the I.S. at whenced but class group in next I on regular discussions bas I on superious for what of by the French.

The Proper temperature took note of the net result of the argument in the proceeding arms and expressed the desire to discuss while their firms and their povernant, after thach they would controp their decision in writing.

The mosting was closed after it and been agreed that the German representatives should report on the results to Ambassador Hearen and these it should be left to him to decide in conjunction with the representatives of the French government in Wiesbaden whether another and final official conference should take blace in the afternoon. In view of the report of the discussion on private economy Ambassador has an decide his necessity of any final difficial conference, saying that after the afone-mentioned results the discussions of private economy could be considered as still joing on each that the government would not need to intervene again unless the attitude taken by French industry was of a negative character or should a ten ency to discorrance in its negotiations.

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When the report was deliver d to Heasen reference was also made in particular to the contradiction in the viewpoint originally taken by the Franch, that the cartel agreement was still in existence. Whilst the Franch group here
expressed the opinion that in spite of the ver having been

TRAMBLATION OF DOGULTNT NO. NI-3888

declared by France, in solve of the day it had been con ucted and in spite of the incontestably loyal attitude on the Franch side during the war, musual relations should be based a thin on the cretal agreement, it. Duchemin at today a meeting again removed former attituate at justification by leying the blanc on the repture of the L.O.Gollus agreement, intimiting that during the fight for the Ruhr the German factories had consed their delivery of intermediately products to France. which was the result, as and frown, of an order issued by the authority.

Signed: Sphnitzler

Appoint I.G Monot andem datad 21 Fovember 1900.

OF ATTICATE OF TRANSLETION

I, DOROTH E. FLUMETA, USPIN 688, and oby corting that I am thoroughly conversant with the English and Gurman languages and that the above is a true and correct translation of the Document No. NI-6938.

29 July 1947

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DOROTHY E. PLUMENT USFET 492 Dr. K/K

14 December 1940 He. 78/D

MEMORANDUM

concerning the discussion with Messrs. Dr. KCLB and DUCHEGE, at the Hotel Majestic, Paris, on 14 December 1940.

Re: Dyestuffshegotiations.

The discussion with Mr. Duchemin montioned in my memorandum of December 13 (Mc. 77/D) took place today.

Mr. Duchemin, referring to his letter, stated again that he would appreciate it if the negotiations already begun were not interrupted. The French group, however, he stated, suggested continuing these negotiations on the basis of private enterprise. The French group was convinced that it would thus be possible to reach a mutual understanding, although there were reviewsly large discrepancies as to the attitude taken by both groups in regard to future cooperation. We pointed out that we would immediately transmit to the E.G. the French request to have negotiations take place in the middle of January, but that we were presuming that the I.G. memorandum submitted at Wiesbaden would sorve as a basis for these negotiations, as there had been no counter proposals on the part of the French. With this statement we touched a sore spot. Mr. DUCHEMIF replied that the I.G. memoranium had been theroughly examined by the Vorstand (Executive Board) of the firms of Kuhlmann and of Saint-Denis and that discussions with regard to this subject had taken glace with the French Government. requests ... le by I.G., he said, were going too far and he would rather see his hand cut off than sign such a ... cement. The French Government, moreover, declined emphatically the proposed 51 participation of the I.S. in French production. The French group had prepared a counter proposal and submitted it to their government for approval..

He roughly reiterated the same arguments which had already been made at various times by Mr. FROSSARD: Production would be supervised and directed by a common "marketing organization", the smaller factories Mabboux and Camell, Steiner in Vernon, Croix in Wasquehal, would disappear and only the D.K. (Translator's note: Etablissements Kuhlmann), Saint-Denis and Saint-Cleir du Rhone would continue the production of dyestuffs. The French were willing to assign 49 % of the shares of this marketing organization to the German group. They would select a president agreeable to both sides. Both parties would be entitled to select an equal number of members of the Aufsichtsrat (supervisory board) and of directors, resp.

We emphasized that this proposal deviated too much from the intentions of I.G. and that an agreement was not to be expected in view of these marked contrast. The justifiable German request for participation in production would have to be answered satisfactorily. Here again Duchemin mentioned that as long as negotiations were continued on the basis of private enterprise, the French would never consider a 51 % participation in production, and should the German try, with every means at their disposal, to obtain such a majority, this would only be possible by incorporating a corresponding provision in the Peace Trenty. We mentioned again that negotiations could not be expected to be successful under these circumstances and that it certainly would not be in the French interest to see these negotiations broken off, especially since this might have consequences

THANSLATION OF DOCUMENT No NI-3707

detrimental to them. Duchemin replied that the French Government, too, was of the opinion that the Wiesbaden memorandum showed very little of the se-called "spirit of cooperation" and that I.G. was demanding very much while offering very little in exchange. We then asked whether the French attitude would be altered appreciably if Germany would effer some sort of compensation (we had in mind an exchange of shares without stating this expressly, of course). Duchemin replied that such a transaction might be more bearable from the French point of view.

It was finally pointed out that German authorities in Paris would report favorably on the French proposal of continuing the negotiations on a basis of private enterprise and that it was hoped that these negotiations would bring forth satisfactory results, because otherwise further negotiations would automatically have to be taken up again with the Armistice Commission.

In order to arrive at a successful solution, it is imperative that the French parties revise their attitude fundamentally by the middle of January. Furthermore, they should not assume any obligations towards their government which would restrict their actions. This last argumentation made a very strong impression from Mr. DUCHENIN. He stated that he, at any cost, would like to avoid a discontinuance of the negotiations. He inquired whether it would not be advisable to have the entire problem discussed by Mr. FROSSARD with Dr. von SCHNITZLER, or another gentleman of I.G., before the general discussions began. We replied that such a procedure did not seem indicated with regard to Germany because the German proposals were well known and because the French group would have an opportunity in the meantime to adjust their point of view with that of the I.G.

(signed) KRAMER.

CERTIFICATE OF TRANSLATION

> JOHN J. BOLL U. S. Civilian AGO. No. A-444412

(END)

Dr. K/K

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17/1/41 IG/D (?)

Momo

Ref. Dvostuffs Negotiations.

Discussion between Dr. Kolb and K.Fressard on 14th January 1941.

M. Frossard sounded out Dr. Kolb. The latter very cleverly, and in a manner which allowed no misunderstanding, indicated to M. Frossard, in accordance with our discussion, that the French group would have to show itself favorably disposed to the German discussion project.

He warned the French, above all, of the disadvantages to be expected should the private negotiations fail and the conduct of possible further negotiations thus fall of necessity into the hands of the Government.

Discussion between Dr. Kolb and M. Painvin on 14th January 1941.

A few hours after the discussion with M. Fressard, M. Painvin called on Dr. Kolb, mainly to discuss the impending dyestuffs negotiations, on the pretext of discussing other matters. It was obvious from this that the French group wanted to assure itself again through M. Painvin of the views held by circles connected with the German military administration. Dr. Kolb expressed the same views to M. Painvin as he had done in his previous talk with M. Fressard and pointed out that the possible collapse of the negotiations might have serious consequences for the French chemical industry.

Discussion with M. Frosserd on 16th January 1941.

571

M. Frossard wanted to have a talk with me this wook, before the start of the negotiations. This conversation, which took place yesterday, lasted about two hours.

(Page 2 of original)

First of all he asked me to arrange a preliminary conference with Dr. v. Schnitzler and Dr. ter Heer for him on Sunday, before the negotiations started. I replied in the appropriate form, that it would serve his purpose better to contact them first of all in the way arranged, and that there would cortainly be some opportunity of arranging a special macting of this kind during the course of the proceedings. M. Fromsard stated that during the last three days he had had detailed discussions with the Committee of Management (Comité de la direction) of E.K., M. Thesmar and M. Painvin, and that in all these discussions he had stoutly defended the standpoint of collaboration. There was, however, a cortain amount of resistance, especially on the part of III. Borr and Duchemin. Although he had succeeded, with a great deal of trouble, in convincing M. Duchemin and Thesmar that they should adopt Farben's views, the opposition began to work against him again the moment his back was turned; and M. Duchemin's attitude was extremely vacillating. I pointed out in roply that this was such a favourable opportunity of conducting negotiations in Paris with regard to private occurring that failure would entail consequences which could easily be guessed today and which it would be difficult to make good. The radical standpoint hithorto held by the French side would, it appeared, have to be changed and brought into harmony with Farbon's suggestion. On this occasion it was stated (by M. Frossard that M. Duchemin had bitterly reproached himself for using the expression "that he would

rather let his hand be cut off ") In the course of the last few days the discussions, at the instance of H. Duchemin in particular, had led up to a decision to compile a memorandum on Farben's proposals, pointing out in the first place that Farben's reproaches were for the most part not justified. On the other hand, it also outlined a scheme for collaboration within the scope of a trading company to be established in the form previously described, with a technical board of directors (Direktionscomité). He had, however, managed to prevent its being set down definitely in writing, so as to prevent all possibility of agreement being destroyed at the outset and to engineer a favorable approach to the Farben proposals by means of negotiations and discussions. I replied that the views of the sales company had already been explained by himself and underlined by M. Duchemin in the course of a later conversation, but that these counter-proposals were so far removed from Farben's base for negotiation that agreement seemed impossible. On the basis of the various conversations which he had had with Dr. Kolb and myself recently, that the French counter offer is inadequate. M. Frossard is also well aware that insistence on this point must inevitably lead to the breakdown of the negotiations. He wants to prevent this at all costs and remarked that if his colleagues failed to pull with him and to adopt his ideas, and the negotiations failed in consequence of this, he would send in his resignation.

(Page 3 of original)

The French group expects Farben to produce a ready-made scheme for the production company and to submit this scheme to the French as a basis for negotiations. I pointed out

that from the German point of view the sales company did not constitute a sufficient guarantee of leadership and control of production, that Farbon would not abandon its demand for a joint production company and that I could not see what great "difficulties" the French group saw in connection with this proposal. M. Frossard replied that it was mainly a question of prestige and that the management of the French firm must consider public opinion. He could imagine, however, that by working on public opinion this goal might be achieved by stages in spite of everything, if the French side could adduce a positive argument such as the possession of a corresponding participation in Germany. Accordingly, under the pressure of the events of the last few weeks, the French group has grown mor receptive to the idea of the joint production company, but would like it to be out into practice by degrees. In this connection, H. Frossard again mentioned a 50-50% participation.

Although the political situation does not exactly favor the negotiations at present, all the talks show that the events of the last few weeks have had a particularly bad effect on production and sale. Thus export permits for 145 tons of dyestuffs and intermediates, 20 tons of hydrosulphite derivates and 30 tons of betanaphtol for the unoccupied zone were refused during the last few weeks.

M. Frossard also observed, for instance, that it was regrettable that no agreement had been made earlier, because they had relied too much on the English flag and that reliance had brought them into their present difficult situation. He also realized quite clearly that as soon as Germany began to be interested to a certain extent in the normal functioning of the chemical industry, conditions would change entirely.

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TRANSLATION OF DOCUMENT NO. NI-6947

It may be added that our demand for world import licenses for German dyestuffs and the statement issued simultaneously by official cuarters to the effect that we were in a position to supply the demand for dyestuffs at any moment, should difficulties arise in connection with production in France, also helped considerably to soften resistance on the other side.

The French tactics in the negotiations will presumably be to bring forward the suggestion for the trading company, but in reality they will probably be ready to agree to the project of the production company, provided that the Duchemin-Berr group does not gain influence again in the meantime.

They may also be expected to argue that the Government constitutes an obstacle to a larger participation in the production.

(signed) KRAMIR

Handwritten note:

I confirm the signature on this paper. - Dr. Kramer, 11 May 1947.

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document NO. NI-6947.

4th August 1947

Mona A.M. Macleod MEP 34387 Case by feel separatured by

TRANSLATION OF DOCUMENT NO. NI - 9233 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CREEKS.

AFFIDAVIT.

I, CUITHER FRANK-FAHLE, employee of the I.G. Farbenindustrie Artiengesellschaft from 1933-1945, secretary of the Commercial Committee from 1937-1945, after having first been warned that I will be liable for punishment for making a false statement, state herewith under eath, of my own free will and without coercion, the following:

1.) In collaboration with George S. MARTIN, a representative of the Office of U.S.Chief of Counsel for Mer Crimes, I have looked over the minutes of the Counselal Committee during the last few weeks from the time of its reconstitution in August 1937 until the 64th meeting on 5 Docember 1944 in Heidelberg, with the exception of the following minutes, which according to Mr. Mertin were at that time not available in Muernberg:

Minutes	of	the	27th	neeting	of	the	Commercial	Committee	
18	n	Ħ	47th		π	11	H		
N.	III	Ħ	51st	Ħ	Ħ	n			
Ħ	Ħ	Ħ	52nd	u	п	11	W	11	
10	*	II.	53rd	¥	11	11	#	*	
*	n	11	55th		11	Ħ			
	42	#	56th	N	#			*	
#	#	. 11	57th	#	#	M			
	n	T	53th	Ħ	11	Ħ		×	
Ħ		#	60th	Ħ	11	#		1	
Ħ	π	11	61st	π	m	H	11	11	
	#	11	52nd	11	H	H	# 1	Tr.	

The minutes of the 30th, 31st and 63rd meetings of the Commercial Committee, which are available, are incomplete.

3.) From 1937-1945 I kept the minutes of the Commercial Committee and drafted them all myself except when I was not present. In such cases Dr. Krueger took down the minutes, and once it was Dr. Terhaer. Of the minutes which are available the following were written by Dr. Krueger;

Hinutes	of	the	4th	meeting	ол	5	Movember	1937
Ħ	Ħ		14th	m	H	9	Sep tember	1939
		16	15th	Ħ	11	7	October	1933
18	11	11	15th	Ħ	#	11	Fovember	1933
Ħ	11	Ħ	17th	T T	Ħ	15	December	1933
*	11	- 11	25th	tf	П	13	Scotember	1939
×	11	11	33th	tt	π	13	December	1939
Ħ	11	#	39 th	**	'n.	1	February	1940
	Ħ	Ħ	32nd.	#	11	27	May"	1940
H	Ħ	Ħ	34th	Ħ	#	13	July	1940
Ħ	#	Ħ	44th	Ħ		4	Yovenber	1941

Or. Terhear drew up the minutes of the 26th meeting on 30 October 1939.

TRUTSLATION OF DOCUMENT TO .NI - 9233

(page 2 of original)

- 3.) In the following I give all the excerpts of minutes which I could find dealing with France. In each case I give the number of the meeting and its date as well as the names of the persons present who now stand as defendents in Case VI before the American Military Tribunal.
 - a) 20th Heeting on 10 March 1939.
 Present among others: Hermann Schnitz, Georg von Schritz T,
 Fritz Gajevski, Paul Heefliger,
 Heinrich Oster.
 - a) Visit of French and British Delegations.

 Dr. Frank-Table reports on the negotiations of the FranceGerman geverment committee and on the intended visit of the
 French delegation to Leuna on 13 March of the current year;
 in addition, on the visit of Stanley, the British President
 of the Board of Frade, who will possibly also wish to visit
 an I.G. plant."
 - b) 23rd Heeting on 18 June 1939.

 Present among others: Hermann Schnitz, Georg von Schnitzlar,

 Paul Haefliger, Wilhelm Rudolf Hann,

 Heinrich Oster, Heinrich Gattineau,

 Hans Kugler.
 - "8) Establishment of an International Cellulese Convention.

 Herr Otto reports that a price-convention is being propored between the Belgian, German, English, French, Dutch and Italian producers, with provisions as to penalties but without any establishment of quotas."
 - "9) France.
 Herr Hann reports on the situation of the pharmaceutical trade in France and on the measures resulting from it."
 - c) 24th Heeting on 11 August 1939.
 Present enong others: Georg von Schnitzler, Heinrich Ostor,
 Hans Zugler.
 - "7) Safeguarding of our business abroad.

 1. Sale. Dr. Krueger and Herr Probat report on the safeguarding of stocks in France by foreign credits, whose equivalent is partly at our disposal in Harks and foreign currencies and is partly used for the importing of phosphate and bauxite, etc."
 - d) 34th Heeting on 18/19 July 1940.

 Present among others: Georg von Schnitzler, August von

 Knieriem, Fritz ter Heer, Ham Ilgner,

 Milhelm Budolf Hann, Feinrich Oster,

 Hans Kugler.
 - "1) Zeomonic-molitical situation.

 Sth and 9th paragraph The neeting today is concerned with the position we are taking towards France and Molland.

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On the basis of the discussion concerning France an outline is being drawn up of the fundamentals to be observed in our attitude to France. The text of the introduction is attached to the present minutes. The working-out of the draft is being undertaken by the MFO in direct concurrence with the sales-combines. The work is to be speeded up so that the letter can be forwarded to the Roich Ministry of Economics and to Dr. Ungewitter at the latest in the first days of August.

"2) Hiscelleneous.

a) The wish has been put forward by Dr. Krauch that I.G. should rescrivate her French sales conbines as soon as possible. It is agreed that this wish should be net without delay. The dyestuff Sparte plans to delegate Dr. Kramer to Paris to take care of our dyestuff interests in connection with the SCPI (Societé pour l'Importation de Matières Colorantes et des Produits Chimiques, Paris). In order not to prejudice the legal construction of the SOPI, it will have to be seen whether Dr. Kramer is to be appointed director of the SCPI or whether he is to be made a trustee acting through the High Command of the Wehrmacht. When the necessary permit has been obtained the Sparte for pharmaceuticals will send Herr Erentz to Paris and the Photosparte will delegate Herr von Mallinckrodt.

b) The Economics Department (YOWI = (Volkswirtschaftliche Abteilung) is to draw up for the Commercial Committee (EA) as quickly as possible a statement showing the control exercised by the capital of the English, French, Belgian and Dutch economy on chenical enterprises and on the supplies of important chenical cal raw materials in the world."

WARRENT to the Minutes of the 34th Heeting on 19/19 July 1040 concerning France.

Our study is based on the fact that in the course of the industrialisation movement which set in in all the big states efter the last war, the chemical industry developed considerably in France as well, and it cannot be the final goal of a new order in Europe to put an end to such an industry completely. Contrary to the big chemical industries of the other leading industrial countries of the world, - Germany, U.S.A., England - , the French chemical industry, however, was chiefly preoccupied with the needs of its home market and only made itself felt in the emport field in isolated spheres and then nore for reasons of prestige than from economic necessity. The level it had reached in technique was also on the average a long way from fulfilling all by itself the needs created by a highly developed domestic market. The normal import requirements were and remained considerable. If they were strangled as the result of political and monotary developments in latter years, this was not in any way a reflection of the actual economic situation. We therefore, as a matter of principle, take the point of view that the French chemical industry must maintain an individual existence under the coming new order as well, but that there must be an abolition of those artificial limits which have been imposed on

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German imports by excessive customs-duties, import-quetes etc. It will also be necessary to adopt the principle that in general the French chemical industry should be alleged to continue its emports only in exceptional cases and to the extent that they existed formerly, that is, before the world economic crisis set and that the French should limit their activity accordingly to the home market. In the statements given below we have here "ica by our endeavor to draw up a program as to how, from a source economic point of view, the best economic results may be obtained to nutual advantage from a cooperation between the Gorman and French chanical industries. As regards German imports into Franco, the Franco-Gorman Trade Convention of August 1927 set up in general a platform from which one could see the prospect of a successful, promising economic activity in France. But the fact that in the course of time this trade-convention continually suffered limitations which counteracted its original aims, created in recent years a state of affairs which actually excluded any activity of the German chanical industry on the French market which was in keeping with the high level of German technique and which at the same time corresponded to French requirements with respect to consumption. Therefore the new order should go back not to the status que of imports during-the last years before the outbreak of war but to the period which directly followed the conclusion of the Franc-German Trade-Convention and during which the volume of German chemical exports to France according to French import statistics attained a value of as much as 30 million RM approximately per year. On the other hand, Premch emports should be restricted to those classes of products and to those markets which correspond to the netural situation which has been established for decades and which had always been maintained up to the above-mentioned period before the economic world erisis. French exports, which especially in the last years before the war were sent to every different part of the world, and above all to South-Eastern Europe, Scandinavia and South-America, for reasons based purely on political prestige, should be provented on the grounds of their projudice to oceneny."

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e) 35th Heeting on 20 August 1940.
Present eneng others: Hermann Schuits, Georg von Schuitsler, August von Knierien, Fritz ter Heer, Paul Meefliger, Ham Ilgner, Wilhelm Eudelf Hann, Brich von der Heyde (pert of the time), Hens Kurler.

"1) Economic-political situation.

a) Point reached in negotiations concerning France. Dr. von Schnitzler reports on his discussion with the Artistice Commission in Micsbaden and on his trip with Dr. Porhear to France. Discussions with the controlling German agencies in France have resulted in the suggestions put forward by I.G. being not by the agreement and fundamental approval of these agencies.

(mage 5 of original)

As a result, measures have already been taken to this effect in the photographic sector in France. Efforts are to be to e in conjunction with the German agencies in Paris to facilitate

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the sale of our products which has been rendered more difficult through the French price-ceiling regulation (Preisstopverordnung). It has been agreed with the German agencies that negotiations with the Union Syndicale des Producteurs de Matieres Colorentes shall take place at a later date only. Dr.von Schnitzler goes on to describe the anticipated development of France-German relations in connection with the exchange of goods, and in particular he points out that the invedicto resumption of expert to France is urgently desired. Questions relating to the personnel of our French sales-combines are discussed in detail."

f) 36th Hecting on 26 September 1940.

Present snong others: Hermann Schnitz, Georg von Schnitzler,
August von Knierien, Fritz ter Heer,
Hex Ilgner, Heinrich Oster, Erich von
der Heyde (pert of the time), Hens Kugler.

Referring to the negotiations between Consul General Mann and the other delegates at the end of August and beginning of September in Micsbaden, Paris and Brussels, Dr.von Schnitzler reports on the further development of Franco-German relations, and it is agreed to wait first of all, before undertaking direct negotiations with the French partners.

Dr.von Schnitzler then gives a survey of the reorganization of

Dr.ven Schnitzler then gives a survey of the reorganization of the organic chemical industry in Alsace-Lorraine, whilst Herr Weber-Andreae reports on the inorganic field."

g) 37th Meeting on 12 November 1940.

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Present smong others: Hermann Schmitz, Georg von Schmitzler,
August von Enieriem, Fritz ter Meer, Paul
Haefliger, Mex Ilgner, Hans Kuchne, Wilhelm
Rudolf Menn, Heinrich Oster, Erich von der
Heyde (pert of the time), Hans Kugler,

"3) France and Bolgium.

Dr.von Schnitzler reports on the further progress of the negotiations in Wiesbeden and Paris and on the negotiations with the French group which are now to follow immediately.

Herr Mann reports on the stage reached in the negotiations with Rhone-Poulenc. In the cooperation as he plans it there is no question of participation in production, but only in sales. Dr. Duhl draws attention to the stronger and more permanent relationship which could be established by a participation in capital instead of by ties of a purely contractual nature. Dr.von Enterior asks that consideration be given to the wishes expressed with regard to the protection of patents. Acting on Dr.von Schnitzler's statements Herr Herstmann will take steps to see that the I.G. does not take part in Schering's compher

(page 6 of original)

negotiations with Kuhlmann, and he points out that France, as the second biggest producer (after USA), disposes of sufficient oil of turpentine in the raw state within its own frontiers. Genoin-rat Schmitz and Herr Mann report on their conferences with Beron Janssen, as a result of which the old idea of cooperation in the phermaceutical field will probably be realized."

3) Agreements with Schering.

Herr Mann reports on an agreement with the Verstand of Schering

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with respect to a delimitation of interests in an eventual acquisition of pharmacoutical enterprises in Helland, Bolgium, and France."

"13) Hiscollancous.

a) National Load Company. Weber-Andreae reports on the intentions of the F.L.Co. to dispute of its participations in Germany, France and Horway."

h) Sith Meeting on 10 December 1940.

Present among others: Georg von Schnitzler, August von Knierie.,

Paul Haefliger, Max Ilgner, Wilhelm Budelf
Mann, Heinrich Gattineau, Hans Kugler.

"3) France.

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a) Report on the photographic industry.

Herr Otto delivers a detailed report on the difficulties which have arisen and will still arise as a result of the starting up of the entire French Kodek factory. He gives a survey of his negotiations with the German offices in Paris and Berlin and of the suggestions he made to them, which, if carried out, might partially prevent a projedice to German interests.

b) Rhono-Poulonc.

Herr Menn informs the Commercial Committee (NA) about the negotiations he conducted with Rhone-Poulone, at which the question of a participation was still left unsettled, whereas full agreement was reached with respect to the payment of licenses for different products. In connection with this the question is discussed how far conventions are to be considered as terminated by the war."

i) 39th Mooting on 4 February 1941.

Present among others: Hermann Schnitz, Georg von Schnitzler,

Fritz Gajowski, August von Knierien, Fritz

ter Heer, Paul Haefliger, Has Figner,

Wilhelm Rudolf Hann, Heinrich Oster, Erich

von der Hayde (part of the time), Hans
Hugler.

Horr Hann informs the Commercial Committee about the termination of the negotiations carried on with Rhome-Poulone and about the agreement which is planned with respect to the mutual sale of new products. Dr. von Schmitzler informs the Commercial Committee of the result of the negotiations in Paris with the French STOW, as a result of which all the French Gyestuff factories are boing brought into a new France-German corporation

(page 7 of original)

in which I. G. has a 515 participation. Appointments to the Vorwaltungerat are to be qually divided and the office of president will be held by H. Fressard. I.G. will acquire a majority-participation in this corporation in return for I.G. stock. This agreement still requires the approval of the French government in Viehy.

In consideration of the fact that the German Hodak company will most probably be closed down and that in its place the French

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Hofalt company is to take ever production, agreements will have to be made as regards prices with Agfa. To this end, wher the matter has been discussed in detail and settled with the German government agencies, Herr 3tts vill leave as soon possible to undertake negotiations in Paris. "

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j) 40th Hesting on 18 Harch 1941. Present enong others: Hermann Schultz, Georg von Schult. . . Paul Heofliger, Man Ilgaer, Milhel at alf Hann, Heinrich Oster, Hans Mugler.

9) France. Dr. Kugler reports that the negotiations with the French destuff incustry concerning private economy, the results of which were reported at the neeting on 4 February 1941, have been approved in the meentine by the competent French poverment agencies, and the agreement of Vichy may now be considered a mere formalit The minutes are read of the final meeting held on 12 Earch 1961 in the presence of the government representatives of the two parties. Herr Henn reports that the first license-agreement concluded with Rhone-Poulenc has become effective. A further license-convention is being drawn up, the object of which is the nutual licensing of new products for the home-markets of the two partners. In view of Rhone-Poulenc's international cress-connections this second license-convention will probably have most favorable effects.

In the course of the negotiations Ehone-Poulenc also brought up the question of cooperation in the field of plastics; remine and buna. In this connection Herr Borgwardt refers to his discussions with other French agencies. Herr Mober-Andrese in concurrence with Herr Mann will deal with the answering of this question.

Pollowing up his statements at the last meeting of the Communcial Cornittee Herr Otto announces that the conferences concerning the closing-down of the German Kodek company are still going on-His negotiations with the French Kodak company have led to an egreement whereby the French requirements in cinese file will be covered to the extent of 75% by the French Hodek company and to that of 25% by I.G. experts. For the rest, price-agreements have been made with Modals.

Dr. Ilgner reports on his conferences with French banks on the subject of the promotion of a French corporation for the financia; of industry, which conferences were the sequel to negotiations undertaken in this respect in the years 1937/1939. The Societé Générale pour l'avoriser le Development du Commerce et de l'Industrie en Frence S.A.,

(page 3 of original)

the Beneue de l'Union Perisienne S.A. and the Beneue de Paris et des Pays-Bas S.A. will in all probability promote a 1077 French corporation under the control of our French financial adviser N. Raindre. The competent official German agencies welcome this intention. Dr. Ilener requests the sales-combines at 17 to report in spec time on all plans which are made necessitating finencial support in France in the field of Tranco-German industrial cooperation, so that each case can be elimined

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separately and it can be seen whether the intervention of the new corporation seems expedient or, behind the corporation, that of the "Bank-Honsortium" which may be calarged at any time."

h) Alst Heeting on 33 April 1941.

Present among others: Hermann Schnitz, Georg von Schnitzler, August von Knierien, Ham Higner, Heinrich Oster, Erich von der Heyde (part of the time), Hans Kugler.

#7) France.

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Dr. von Schnitzler reports on the result of the inquiries of the technical commission in the plants of Villers St. Paul, Discel and St. Denis. The final report which is being prepared vill serve as a basis not only for the evaluation of the plants but also above all for the question which was already of consequence before the conclusion of the final agreement, namely, that of the possible shifting of manufactures from German plants to France.

Drafts are being worked out for the final version of the agreement with the French group concerning the promotion of a Franco-German dyestuff corporation. At the conference which is to take place in Peris next week, it will be necessary, in preparation for the text of this convention, to settle first of all with the French a series of fundamental questions concerning implementation, in particular the question of the scope of the treaty and that of the regulation of cooperation in those fields of production which do not come under the so-called "leadershipclain" of I.G. On the occasion of the inspection it was astablished furthermore that apart from dyes waffs not only different branches of production in the field of chemicals are represented in the three French plants, but different phermaceutical products are also produced. As soon as the winer details are fixed Leverkusen will be informed so that it may adjust its interests."

 Appl Heeting on 3 July 1941.
 Present smeng others: Hernann Schmitz, Georg von Schmitzlan, Paul Haofliger, Milhelm Rudolf Mann, Weinrich Oster, Brich von der Heyde (port of the time). Hans Mugler.

"4) Degotiations with the Reich Ministry of Economics concerning the Modek Factories in Berlin and Vincennes.

Horr Otto reports on his conferences with Dr. Ungewitter and Ministerialdirigent Dr. Hulert concerning the fate of the Model: factories in Berlin end Vincennes in the event that an aggravation of the U.S.A. situation should make further sters necessary with respect to American assets. It is agreed that the affair must be followed up by emosing the facts of the case to a higher agency in the Reich Ministry of Doomsmics and to the Reich Kommisser for the Administration of Foreign Property."

(page 9 of original)

"5) France.

As a secuel to his statements at the last meeting of the

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Conserved Consisted (MA), Dr. won Schnitzler reports on the visit of the Technical Consisted to St. Clair du Rhene and on the negotiations which have taken place in the mention with respect to the drawing-up of the convention and the promotion of Francolor. The final establishment of the convention is to expected seen. Dr. won Schnitzler explains in detail how they will evaluate the plants which are to be brought into Francolor, how the corporation is to be provided with capital and what provisions are to be made for the field of "Produits divorate and "Developpements future".

Herr Team reports on further negotiations which have been undertelled with Rhome-Poulenc with a view to creating still closer collaboration over and above the already existent treaty."

m) dord Mosting on 23 September 1941.

Present among others: Harmann Schnitz, Georg von Schnitzlor,

August von Unierien, Paul Faefliger,

Man Higner, Wilhelm Rudolf Mann, Heinrich
Oster, Hans Mugler.

"3) Turnoc. Dr. von Schultzler reports that the Francolor agreement will probably be signed in the next week and that the corporation will come into existence at some time during the month of October. Horr Hann reports that the negotiations with Eleno-Peulenc are not being continued for the time being, but that the license convention is working well. Dr. Elgner informs the meeting that the Banque de Peris et des Pays-Ros, the Societé Générale and the Benauc d'Union Parisionne, having received an authorization from the French Government, have decided to promote a corporation for the financing of industry. Deteils of this were given already at the 40th meeting of the Connercial Committee. The promotion of this corporation for finencing purposes has else not with the agreement of the Ger on Ministry of Zeonemics. The Credit Lyonnais has been invited to telic part in the corporation. This corporation for financing industry has already done its first work in the field of light notals, and will now be responsible for raising the I.G. share of credit needed for Francolor up to 200,000,000 francs. Dr. Mugler will shortly present a plan for this to the Central Finance Administration."

n) 45th Hopting on 7 January 1945.
Prosont along others: Horsenn Schuitz, Georg von Schnitzler,
Paul Taefliger, En Ilenor, Erich von Cor
Hopke (pert of the time), Hens Eugler.

Dr. von Schnitzler reports on the final promotion of Francolor, on its organization with respect to personnel etc., and on its prospects for the current year.

Dr. Ilgner points out that for efficiel reasons certain delays have crisen in the transfer of the 125,000,000 france,

(page 19 of original)

but on the whole these are insignificant. In the absence of Herr Hann Dr. wen Schnitzler reports on the

TRANSLIBION OF COUNTY NO. IN - 9030

joint promotion of Bayer/Rhone-Poulone. For this purpose use is to be made of the Societé Théraplix S.A., Paris, which belongs to the Rhone-Poulone sphere of interests. The stock capital of the corporation which amounts to 5,000,000 france at the present time, is to be increased to 50,000,000 france. The necessary authorizations have already been given by the official German agencies. It is to be assumed that the France agencies will also consent to the agreement.

c) 45th Hesting on 16 February 1943.

Present along others: Hermann Schnitz, Georg von Schnitzler,

Paul Haefliger, Hax Ilgner, Wilhelm Dutelf

Henn, Heinrich Oster, Brich von der Herde

(part of the time), Hans Kugler.

"10) France.

a) Francelor.

Dr. von Schnitzler reports on the situation with respect to Francelor and on the intention to use the factories in northern France in the amenent program. After this the situation in France is discussed, in particular with reference to mixtogen production and the Franch Modek company."

D) 49th Hoeting on S July 1942. Present among others: Hermann Schnitz, Georg von Schnitzlar, August von Knierien, Paul Heefliger, Nax Ilgner, Wilhelm Rudolf Mann, Hans Haglen

"3) France. Referring to his statements at the 40th and 43rd meetings of the Commercial Committee, Dr. Ilgnor reports that in order to save time the French banks have formed in the meantime an "Association Financière pour le Dovelopment de l'Industrie en France et aux Colonies", with the same object as the "Société l'imancière" which is planned. In spite of this, the French banks will go on with the promotion of the Societé Financière. The misglyings empressed before by the dyestuff sales-combine, that it would be bound up too closely with the French banks, have been settled and removed, by oral discussions bottoon Dr. Higner and the French benits in Paris. It is planned that those banks which are joining in the Assechation of which will be involved later on in the Societé Pinancière are to be given special consideration by I.G. in matters concerning current banking business, whilst in cases of finencing outside the sphere of current s-les business, those banks which belong to the Association or to the Societa Financière will, on principle, be especially welcomed. At the present time the Association is made up of the two lording cornercial banks in France,

and the Benque de l'Union Parisienne, t as well as of one of the two leading credit ben'ts in France,

(page 11 of original)

the Société Générale pour le Developmenent du Commerce et de l'Industrie.

TRAISLAMION OF DOCUMENT NO. NI - 9030 CONTID.

Up to now, in spite of the invitation extended to it the Credit Lyonnais had preferred to weit and not to take part in the Association, but now it has approached the three afore-mentioned banks for admission therein. The banks in question have essected to the request. In conclusion Dr. Ilgner gives a survey of how the I.G. agencies in Franco will employ the proceeds of their business in the different banks. The Cornercial Committee approves his statement. Dr. Ilgner convoys the wish expressed by Ministerial Ciripent Hichel in Paris, that in the future when making purchases (hute, tools, machines, motors, workers' clothes, etc.) the I.S. would apply to a central agency, and best of all to the SOPI. Here Weiss adds to this that the purchasing agency has already used the SCPI as an intermediary for its purchases and with the most satisfactory results. It also considers that other purchases which are effected by technical agencies should be gathered together and channelled through the SOFI. Therefore the Commercial Committee will suggest to the Verstand that all purchases made by the I.G. in France, whatever the agency responsible, should receive the prior consent of the central purchasing office and be effected in the closest contact with the SOPI in Paris. Dr. wen Schnitzler reports on his comference with Horr Frosserd as a result of which the French perent firms in Francolor will participate in the increase of capital of our corporation. Their assets in I.G. stock from the Francelor transaction which at the present time amount to a nominal 12,750,000 Reichsmerks in I.G. common stock will reach a nominel 19,125,000 Reichstarks when the adjustment of capital and its increase have been effected. The new shares which are created by virtue of this adjustment will be subject to the regulations concerning the registration of stock (Vinkulierung) which were agreed on in Article III of the Convention. The transfer of dividends on the adjusted capital is the edject of the private dividend-clearing authorized by the German and French governments and provided for in Article V of the Convention. For promonts towards the increase of capital the authorization of the French government is obligatory. Authorizations for such partiont thich have to be prosured from the German agencies in central of foreign exchange will be proposed by I.G. It is sereed that I.G. stock received by French parent-firms in Francelor through the increase of capital must be registered (vinkulieren) in the same way as the parcels of stock which they originally derived from the Francolor transaction. Statisrly, the dividends which ere payable from the increase of stock are to be included in the dividend clearing. The requisite authorizations from the

e) 50th Hooting on 9 September 1942.

Present among others: Hermann Schnitz, Georg von Schnitzler,

August von Knierian, Pritz ter Heer,

Paul Haefliger, Ham Illaner, Wilhelm

Rudolf Hann, Heinrich Oster, Hann Hagler.

(page 12 of original)

Pronch and German agencies will be precured."

Dr. Krauer, the head of the SOPI, is appointed I.G. contact-uple for France. In conjunction with this Herr Hann reports on the

TRANSLATION OF DOCUMENT NOTE: - 9200

statements made at the 45th necting of the Cornercial Committee with respect to the joint organization of Beyer/Rhone-Poulenc onic has been formed in the meantime in the Societé Théraplia S.A., Paris, whose stock-capital has been increased to 50,000,000 france,"

r) 64th Meeting on 5 December 1944.

Present among others: Hermann Schnitz, Georg von Schnitzler,
Fritz Gajewski, August von Knierien,
Paul Haefliger, Hens Kuchne, Hans Hugler.

*4) Economic and Cornercial Situation in the European Countries.
b) Various questions are brought up relating to France,
Belgium and Spain, in the course of which Dr. von Schnitzler throws light in the Francoler situation.

I have carefully read each if the 12 (twelve) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under eath that I have given the pure truth to the best of my knowledge and conscience.

(signed) Dr. Guenther Frank-Fahle
DR. GUENTHER FRANK-FAHLE
(Signature of deponent)

Sworn to and signed before me this 5th day of August 1947 at the July Palace of Justice, Muernberg, Germany, by Dr. GURTHER FRAME-JAMES, known to me to be the person making the above affidavit.

(signed): George S. Nartin

GRORGE S. HARTIN

U.S. CIV. AGO 20074,

Office of Chief of Counsel for Mer Crimes

U.S. War Department.

CERTIFICATE OF TRAFSLATION

I, DOROTHY E. PLUMITE, USFET 482, horoby cortify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Me. HI - 9383.

13 November 1947

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DOPOTHY E. PLUMIER USFIT 492.

-12-

CASE NO TENENT TO TVIII = 58

English



INDEX TO DOCUMENT BOOK NO. LVIII

COUNT II - SPOLIATION FRANCOLOR)

Exhibit Fo.	Document Yo.	Description of Document	Pago
	FI-6949	Copy of minutes of Paris meeting bet- ween Farben and French chemical in- dustry, signed for Farben by ter Meer/ won Schnitzler, 20/21 Januar 1941: After the French suggestion of a participation in a sales organization had been rejected by Farben, the French agree to Farben's 256 partici- pation in a producing company; said percentage, however, not acceptable to Farben.	1
	NI-3708	Fote by Armer, Forten's Paris representative, 31 Januar 1941: reporting on his meeting with Frosser.	4
	PI-6726	heport by Kremer, Farbon's Paris re- presentative, 4 herch 1941: Describing his meeting with represen- tatives of the French Government (Bichelonne and General Blanchard): the French tried again to reduce the 51% participation asked for by Far- ben.	8
	FI-6950	Copy of minutes on Paris meetings, 10/12 Herch 1941: the French accept Farken's terms.	//
	FI-807 (already in swidence as Pros.Exh. 328, Doc.Fook)	Copy of letter from you Schmitzler to Paul Mueller, spherel manager of Dynam Folel A.G., 2 April 1941: advising Mueller that, under the agree ment with the French, the plastics pla of Muhlmann will also be taken over by the new corporation.	_
	FI-6924	Copies of two letters from Nayer-Wessel to an attorney, Dr. Reichstein, 28 August 1941: pointing out in what resp the French law must be changed in order to make possible the Francolor Convent more particularly, in order to restrict the powers of the Chairman of the Boar	act 2 r ion; t
	WI-9164	Authenticated copy of French Statute, 17 September 1940: referring to stock cornerations, and dealing, a.o., with the powers of the Chairman of the Zoard.	3
		-1- Würnbend	

Exhibit Fo.	Document Fo.	Description of Document	Page Fo.
	FI-10542	Copy of first two articles of French law of November 16, 1940: referring to stock corporations and dealing, a.o., with the powers of the Chairman of the loard. (From the French Official Gazette, 26 November 1940).	33
	FI-6845	Francolor Convention, 18 Fovember 1941, attached thereto minutes of meeting of 18 Fovember 1941.	35
	FI-6886	Cortificate of Incorporation of Fran- color.	59
	PI-4886	Affidavit by Georges "h smar (Presi- dant of Societé des Matières Colorantes de Saint Denis), 8 January 1947, on the circumstances leading to the Francolor agreement.	88
	FI-4389	Affidavit by Rond Duchomin (in 1940 member of the Supervisory Roard of Etablissements Enhlmann), 9 January 1947, on the circumstances leading to the Francolor agreement.	/0/
	"I-6537	Affidavit by ter Heer, 22 April 1947, on the circumstances loading to the Fran- color agreement.	123
	FI-4670	Affidavit by Kuller, 28 April 1947, on the circumstances leading to the Fran- color agreement.	125
	FI-5193	Affidavit by von Schnitzler, 7 March 1947.	/31
	FI-5195	Affidavit by von Schnitzler, 17 Narch 1947.	15%
	⊮I-8785	Affidavit by Gustav Happoor (former lawyer and director of Farben), 9 June 1947, on the circumstances leading to the Francolor agreement.	174
	FI-7368	Affidavit by Albert Echert (former Far- ben director), 21 June 1947, on the circumstances leading to the Francolor agreement.	177
	TI-10253	Affidavit by Murt Mrusqur (former Far- ben director), 23 August 1947, on the circumstances leading to the Francolor agraement.	149

Exhibit Fo.	Document Fo.	Description of Document	Pago
	FI=4845	Excert from minutes of meeting of Con- mercial Committee, signed von Schnitz- ler, 20 October 1952: reporting on the decisive assistance Francolor received through Army orders.	181
	∏I_484S	Excernt from minutes of mosting of Con- mercial Committee, signed von Schnitz- ler, 10 harch 1943: reporting on the results of the collabo- ration with the French (yestuff industry,	183
	"I=105%1	Judgment rendered by "ribund de la Scincin Paris on 3 Fovember 1945: declaring that Farben's participation in Francolor constitutes "spoliation" and is therefore, nil and void.	184

THANGLATION OF DOCUMENT NO. NI-6948 OFFICE OF CHIEF OF COUNSEL FOR MAR CATHER

LEBTINGS

held on 20/21 January 1941.

REPORT

on the German-French Conferences held in Paris on 20/21 January 1941.

The following representatives of the French Questuffs industry were present:

Duchemin Frossard Thesaar do Kab-Herr

From I.G. Farban:

von Schnidgler ter heer Kugler Kugser Eckert

Ot.ors:

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Kramor

Dr. von Schnitzlar opens the macting and explains that the Paris conferences may be regarded as a continuation of the negotiations on private economy started in dissbaden on 22nd Povember 1940. He again states the ideas underlying them, through which Farbon anticipates the realization of its claim to leadership by means of the financial participation of Farbon in a French dyestuffs production company.

M. Duchemin then informs the meeting that the Fr nch group has studied the contents of the "Memorandum" handed over to it by Farben on 21 November 1940, in Wiesbaden, and presents an expose by the C.M.C. and a note from the firm of 5t.-Denis referring to this Memorandum. II. Duchemin then explains that the Franch group, in conjunction with the Franch government authorities (Regierungsstellen), has studied the question of the realization of the German claim to leadership, and admits it in principle. In the opinion of the Franch group, the German wishes could be met by

and uniting then in a production company (Produktions; esellschaft) and creating instead a

(Fage 2 of original)

Sociate do Vente to take over the value of the French dyestuffs production. A financial participation - 25%, for instance - in this Sales Combine would be accorded to Freben, which would be proportionately represented on the Verwaltungsvet and would be granted a 50% representation on the Aufsichterat (Comité de Direction). The details of a solution of this kind form the contents of a "Note do la C.N.C. sur les revendications de 1'I.G.A." (Comments of C.N. C. on I.G.Parbon's Claims) which was presented at the Conference.

On the afternoon of 20th January, after a recess, Farbon makes the following reply to the French group's proposals, without referring in detail to the documents presented in the corning:

The proposal made by the French group to form a Sales Combine (Societé de Vante) is not accontable to Farbon. It would neither realize Farbon's clair to leadership nor would it ensure any lasting Gorman-French co-operation in War yestuff sphore. After thoroughly investi ating all the circumstraces, Perbon believes that its claim to lendership can only be realized by the formation of a production company in which Farbon would have a controlling interest and which would include all the French dyo-producing plants. Parbon's plan takes into account not only its own justified interests and the Mistorical developments on which its claim to leadership is based, but is also in the interests of the French Gyestuffs industry, which are very well understood by Parbon, and in the French interest generally. By way of commentary on its plan and to justify its point of view, Parbon Coals in detail with the following points:

1) Funcamentally speaking, Farbon's plan a mounts to nothing, more or less than the creation of a state of affairs which would have come into being without either the Morld Mar or the present war, for, considering the existence of German branch factories in France before the World Mar and the technical and commercial potential which they represented in conjunction with the parent firms on the one hand and the then stage of development of French inorganic chemistry on the other hand, cooperation on a similar basis would cortainly have come to exist in course of time.

(Page 3 of original)

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62

- 2) The solution which Farbon regards as necessary is by no means an attempt to make the historical development of the French dynstuffs industry a protext for acquiring substance without making any return. On the contrary, it is based on the fact the "fair value" of the participation to be acquired by Farbon will be reintured by means of a free private a recement.
- 3) In accordance with its endeavors to achieve GermanFrench "collaboration", Farbon will take the necessary stops with its government to ensure that the equivalent value of its participation in the Franch production company is not paid in each but that Forben shares to the corresponding value are made evaluable 1.5. that there is a genuine mutual capital participation (Equitalverflochtung).
 - 4) In addition to the payment of the "Fair value" of the future Farben participation, a formula of this kind represents a considerable advantage for the French roup. It is obvious that if Farben owns a participation of 51% in the French production company, it will, in

the technical and commercial knowledge which it has gained by experience; and this will make the French group a particupant in the Farben potential. In return, the French group, as the future owner of Farben shares, participates automatically in the results of the development of the whole of Germany's chemical industry within the scope of Farben's activities.

Finally, the future development of chemical production in France must also be considered from this angle. If Farben is a controlling interest in the dyester's production and is therefore in the closest contact with the parent companies of the French production company, possibilities will are a of co-constant and development in spheres extending beyond pure dyester's production and embracing the whole sphere of or that chemistry.

5) The fact that Parben owns 51% of the Parach production company will in no way damage French prestige. Big enterprises with a foreign majority existed before the war - and continue to exist today - in Germany too. As instances of this, we may need the German Solvey works, the Ford works, the first of Adam Opel A.G., the Unilever Concern participation, the International Enryester Company etc.

(Page 4 of original)

Parken is further prepared to consider Franch prastile to the entent of appointing as Iresident of the Vermaltungsmat (Jonseil) a Frenchman acceptable to both sides, as already discussed in Mesbaden. As the first President, Parken proposed 1. Joseph Proposed.

In view of the controlling position held by the President of the Vermaltungerat (Conseil d' Administration) in accordance with stock corporation laws, a participation of 519 must in any onse be regarded as a necessary counterbalance.

TRA SLATTON OF TOOK TO TR. SW-8846-

The limitation in principle of the sales of French dysaturfs to the French home market, including the colonies, as planned by Farben, certainly constitutes no threat to the foundations of the industry in the long run. Certain enortherwises are envisaged today and have been named in the course of the negotiations. Further, if Farben has a majority particulation, it will have a permanent interest in maintaining an adequate arount of work. Above all, lowever, it must be borne in mind when estimating the possibilities of employers the industry within the scope of Parben's plans, that the new European economic order will stimulate the economy and raise the standard of living.

The representatives of the Fonch prous noved Parboa's resarks and added that they would contact the desbers of their Venueltun graete (Conseils) and the Franch povernment on the sale day - 20th.

ii. Ducke the reports the result of these contacts at the section held on 21st January, as follows:

(50)

124

The Verwaltungeraete of the companies particulating in principle to the formation of a united production colorary for dyestuffs, their intermediates and dyestuff sumiliaries. In particular, the first of St. enis is also prepared to allow its plants for these products to be analysmated into the production company. The Prench group had only had the opportunity of ascertaining the views of the Linistry of Production and of Labor, but not those of the Linistry of Finance. The Manustry of Production and Labor regards
Farben's of or to refund the contralent value of its particulation in the form of Farben shares as a favorable solution facilitating the settlement of the matter as a whole. It

(Page 5 of original)

duction company. According to M. Duchemin's statements, the Emistry of Production and Labor will not agree to a participation of 51% for Farben, but only to one of a proximately 25%. In consideration of a minority participation of this tend, however, they would agree to equal representation on the Vermaltungerst (Conseil d' Administration) and on one technical committee. As a result of this transaction, the French Group was to receive a sent on Farben's Aufsichstrat.

Lifter a me consultation between its represent tives, Farben comments on this proposal of a participation of 25% to the

after some consultation between its represent tives, response contents on this proposal of a participation of 25% to the effect that such a solution is not acceptable. A note is read and handed over, with the following text.

10

The attitude taken by the French group misconstrues the proposal emanating from the German side. The realization of the claim to leadership by means of a participation of 51; in the production company to be organized involves at the same time the technical and con ercial cooperation of Farben in the development of the new company. This technical and consercial co-operation on the one hand and the surrender of Farben shares by way of sucual ombital particulation (Manitalve flechtung) on the other is justified only by a participation of 51%. A minoraty participation is a purely financial transaction and there orn be no question of surrendering shares or of a cooperation such as that envisa ed above. The German, group understood the French gentlemen to say that with regard to private econory they admitted the claim to leadership in the form of the 51% participation accompanied by the surrender of Parben shares. They understood that it is a the Franch government which would not sanction a capital participation of more than 25% in

TRANSLATION OF DOCUMENT NO. WI-6949 CONTID

the company.

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The German group believes that the interest of the French group in resuming production in its factories and at the same time securing itself for the future is an adequate reason for signing an agreement on the basis proposed by Germany. It is propared to make every possible concession in matters affecting prestige, provided that the meaning and contents of the agreement are not affected thereby. It should be possible to evolve a text which will express the main idea of collaboration in a form calculated to uphold the prestige of both parties.

As to the question of a seat on the Farben Aufsichtsrat, the German group can make no comment on this. He must, however, point out that the German group has not asked for representation on the French parent companies.

(page 6 of original)

No. Duchamin, in reply to this note, first of all states, for the same of order, that his remarks in connection with the views held by the French group - from the engle of private enterprise - on the extent of Farban's participation have been misinterpreted. The extent of the participation claimed by Farban was a matter outside the competency of the Verwaltungsraete concerned and must be left to the government to decide. In reply to the French group's question as to whether Farban intends to make a participation of 51% a condition, Farban explains that it insists on a majority participation of 51% and is forced to make it a condition sine qua non.

K. Duchemin explains that the French group must now institute fresh negotioations with its government. In addition to the explanations and interpretations given under 1 - 6 above, Farbon adds the following final explanation to illustrate its plans:

- 1) By stating in the above-mentioned note that it is prepared to take into consideration matters affecting prestige, Farben does not meen that it will be necessary for the proposed majority to remain exclusively in Farben's own hands; on the contrary, a certain percentage (about 40%) may be transferred directly to Farben and the remainder necessary to make up the 51% transferred to another company to be selected by Farben. In this connection Farben has in mind some company domiciled in France and articled under French law e.g. SOPI Society pour L'Importation de Nationes Colorantes et de Products Chiniques.
- 2) Out of considerations of prestige, Farban has also refrained from claiming a majority in the Verwaltungsrat and intends that both sides shall be equally represented and that the members to be designated by Farban may also include Frenchmen.

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3) It is also not intended to not German personnel into the technical or commercial management of the production company. On the contrary, production and sales are to be managed exclusively by persons of French nationality. The collaboration between the production company and Farben in the technical sphere will rather take the form of regular technical consultations and the appointment of technical committees; and in the commercial sphere it will take the form of suitable accoments to be made by the production company with Farben and regular commercial meetings at which all the basic problems awaiting settlement will be discussed.

Forbon has likewise no intention of permanently delegating technical or commercial staff.

- 3) Parben's claim to control is limited, as far as the production company is concerned, to the sphere of dysstuffs, organic intermediates and dyestuff auxiliaries only, as was emphasized at Wiesbaden. Therefore, insofar as products of a different nature were manufactured by the plants to be amalgamented into the production company, and these manufactures cannot be transferred elsewhere, the sales and general commercial policy shall remain under the control of the French parent company.
- 4) The solution proposed by Parben cannot be regarded as creating a precedent for other spheres of production in French industry. On the contrary, Farben is solely concerned with the "situation unique" which has arisen in the dyestuff field in consequence of the historical development.

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(typed) signed: ter Hear (typed) signed:

" " Frossard (typed) signed:

" " Thesmar Duchesia

TRANSLATION OF DOCUMENT NO. NI-6949

LABRING

held on 22 January 1941

BBPORT

on the German-French conference held in Paris on 22 January 1941.

The following representatives of the French dyestuffs industry were present:

Duchemin Frossard Thesmar de lap-Herr

From I.G. Farben

von Schnitzler ter Keer Kugler Kuspper Eckert

Others:

(0)

0

Kramer

M. Duchemin informs the meeting that the French group conducted negotiations with the Ministry of Production and Labor and with the Ministry of Finance yesterday afternoon. Both Ministries were informed of the note presented by Farben at the meeting held yesterday morning. Defore making any definite comment, both Ministries wished to have still more precise data defining the reasons for Farben's claim and the effects of its fulfilment in detail. The French group has in the meantime taken co-mizance of Farben's "report" of the conference held on 20th and 21st January and beliaves that the contents of this "report" may be respected as constituting adequate documentation as desired by the Ministries, preparations are made for the siming of a German text and a French text. Each of the two Ministries will receive a French and a Gorman version.

(page 2 of original)

Forben has taken cognizance of "Proces-verboux" Tos. 1 and 2

TRANSLATION OF DOGULARY NO. YI-8040

ref. the neeting on the 20th, and 3 and 4, ref. the meeting on the 21st, preserved by the French group. He Forben's "Aufzeromnungen" (report) have been accepted as the authoritative version of the negotiations, it is agreed that ChO's "proces verbaux" must be considered morely as a memoriandum drafted by the French group for its own use. For this person Farben refrains from discussing the correction of some inaccuracies.

(typed) signed: for Hear

- w v. Somitteler
- " " Frossard
- " Decleain
- # 4 Thester

CHARITICATE OF CHARLELICIST

I, loss a.M. lactood, homeby certify that I at thoroughly convergent with the Magliel and German languages and that the above is a true and convect wanslation of the Door one To. 17-1949.

2 th July 1347

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Lone A... Laclace

Dr. K/K

31 January 1941 No. 27/D

HEMOR

Ro: Gorman-Bronch Dyestuffs Megotiations

On January 30, Mr. Duchemin celled up to inform me that Mr. Pichelon, (Translator's Note: Cerrect spelling "BICHELONNE"), Under Secretary of State of the Ministry of Production, left on the same day for Vichy in order to submit the proposal to the French Government.

Mr. Frossard visited me today and told no that he was travelling into the unoccupied zone in the evening and that together with Duchamin he would intervene personally at Vichy, since they assume that P. would not be in a position to represent the proposal correctly. In the opinion of P. and the representatives of the French ministries here, the approval would be quickly forthcoming if the ratio of participation were 50:50. Mr. Fressard asked whether there was no possibility of possibly coming to an agreement on this basis. I indicated that it was quite useless to bring in removed discussions on this basis, since I.G. would under no circumstances depart from the percentage quota fixed in the minutes of the meeting. Mr. Fressard declared that in his discussions at Vichy he would argue for the acceptance of the 51 % and that in those negotiations he would submit his resignation if the agreement were not reached.

He considered it most urgent to secure the agreement as soon as possible, since production both in the occupied and in the unoccupied areas was suffering greatly. In the unoccupied area, intermediate products are lacking, and in the occupied territory there is a lack of coal. Saint-Donis is closed on account of a lack of coal. Villors-Saint-Paul and Oissel have hardly anything to do and Saint-Clair-du-Rhone has practically ceased to operate, because of the lack of int. Liste products. The Ciba plant at Saint-Fons, on the contrary, was operating in high goar. Ciba had recently imported considerable quantities of intermediate products, since the French Government was opposed also in the unoccupied area to imports of finished dyes.

Mr. Froserd himself considers the 51 % solution as a very generous gesture of I.G. and as a fair basis for German-French "collaboration". He hopes that he may be able to furnish additional information on Vichy's attitude toward the end of next week.

(signed) KRAMER

Management Division Dyes

CERTIFICATE OF TRANSLATION

I, JeM. J. BOLL, AGO No A-444412, hereby cortify that I am thoroughly convergent with the English and German languages; and that the above is a true and correct translation of Document No. NI-3708.

JOHN J. BOLL U.S. Givilian AGO No. A-444412 TRANSLATION OF DOCUMENT NO. NI-5726 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

4 March 41.

Memorandum

on the conference with Messrs.

Bichelonne
General Blanchard
in the Ministry of Production on
4 March 41 at 1900 hours.

Initials of: Kugler Dr.Kuepper(?)

Ref . German-French Dye Negotiations

On the basis of your agreement - received by telephone - to points 2 and 3 of my report of 2 March 1941, I have informed M. Bichelonne that the German group will announce its agreement with the ruling discussed.

Bichelonne will immediately inform Barnaud and Bouthillier by telephone.

As soon as Dr. Michel returns from Berlin and Barnaud has brought back Vichy's official comments, a further conference will be held next Friday, at which the assurance to be made by the Economic Section (Wirtschaftsabteilung) of the Military Commander (Militaerbefehlshaber) with regard to point 3 will be suitably formulated.

Bichclonne had invited General Blanchard to attend the conference and the latter produced a "coup do theatre". He explained that in the interests of his government he must point out that public opinion would be outraged by the fact that by means of its 51% participation the German group was taking possession of the whole of the French dyestuff industry (une emprise totale). He proposed therefore to render the atmosphere calmer by excluding one of the smaller factories, namely, Saint-Clair-du-Rhone, from the combine and allowing it to continue to function to some extent as a purely French factory. As the majority in Saint-Clair-du-

Rhone was in the hands of the French group and the raw material basis was tied to the new company, this would not create an "outsider" for Farben and the new company; and the affair would be made more palatable for the French people. I replied that I very much regretted that, after an understanding had been reached with great difficulty, the agreement as such should be jeopardized by this unreasonable request, and asked Blanchard to withdraw the proposal, as it was out of the question for the German group to consider it, quite apart from its being impracticable for technical reasons. Blanchard replied that he was in duty bound to report his suggestion to the Ministry in Vichy. I thereupon pointed out by doing so he was taking a great responsibility on himself and might invite consequences diametrically on losed to the results he hoped to achieve for his country. Although Bichelonne and Blanchard asked me to submit this proposal to Farben, I replied that I would not pass it on as there was no prospect of its being accepted, and that I must also refuse to discuss the point any further at the conference on Friday.

I could imagine that there was a further motive underlying General Blanchard's proposal, inasmuch as the only
factory situated in unoccupied territory would be excluded
from the ruling. In case of difficulties arising later, it
could then be proved to outsiders that the German-French
agreement came into being under pressure of certain circums ances and was unavoidable in occupied France.

Should Vichy actually put Blanchard's suggestion into practice and Barnaud and Bichelonne make such a demand at the next conference, I think it would be better tactics

to postpone the conference planned to take place next week, especially as I told the gentlemen that unless the assent of the government was received by the end of this week, no date could be envisaged for the next conference earlier than the end of April.

I shall inform Frossard of the conversation and explain to him that the German group is not prepared to make further concessions and that Blanchard's attitude may endanger the whole project.

(signed) H. Kramer

CERTIFICATE OF TRANSLATION

I, Mona A.W. Macleod, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-6726.

16 July 1947

18

(C)

Mona A.M. Macleod M.E.P. 38347

RECORD

of the meeting concerning the formation of a German-French dyestuffs company, neld in the Hotel Majestic, Paris, on 12th March 1941, at 16.30 hours.

Those present were:

From Military Commander in France:

KVCh. Dr. Hichel (Chief of Civil Administration)
KVACh. Dr. Burandt (Assistant do.)
OKVR. Dr. Kolb
Hauptmann Fuhrmanns

From the French Government:

Plenipotentiary General for cuestions of German-French economy, Earnaud, Staatssekretaer for industrial production, Pucheu Generalsekretaer Bichelonne Director Blanchard

From I.G. Farbenindustrie Aktiengesellschaft:

Dr. v. Schnitzler Dr. ter Heer Dr. Kugler Dr. Kuepper Eckert Dr. Kramer

From the French dyestuffs industry:

President Duchemin Dr. J. Frossard

(Page 1 of original)

Dr. Michel opens the meeting. The meeting has been called for the purpose of removing the doubts expressed by Messrs. Barnaud and Pucheu with regard to the contents and method of application of the draft for a dyestuffs convention submitted by I.G.Farbenindustrie and Etablissements Kuhlmann. Dr. Michel states that he has informed the competent sections (Stellen) of the Reich Ministry of Economics and the Plenipotentiary for the Four-Year Plan of how matters stand. These sections agree with him that the German participation in the

German-French company cannot be regarded as creating a precedent for other private economic agreements between German and French enterprises, but that it represents a unique case which takes into account the historical development and the facts of the present technical and commercial position of the German and French dyestuffs industry.

If. Pucheu refers to the discussions which have already taken place between Dr. Hichel and himself; he expresses the doubts hitherto felt by the Franci Government on the subject of sanctioning a German participation of 51%. These doubts concern, firstly, the reaction which, in the opinion of French Government circles, may be expected from the French public and, secondly, the fact that the German side aims not only at obtaining a majority in the German-French company, but also at securing for this company, in addition to its "de facto" monopoly, a "de jure" monopoly.

(E)

Dr. v. Schnitzler follows up N. Pucheu's remarks by explaining the historical and economic basis of Farben's claim to leadership, which is also the basis of the agreement concluded on 20th and 21st January 1941 with regard to private economy. Dr. v. Schnitzler reiterates the separate points expressed in the report on the

(Page 2 of original)

German-French conferences of 20th and 21st January 1941, namely:

1) Fundamentally speaking, Farben's plan amounts to nothing more or less than the creation of a state of affairs which would have come into being without either the World Var or the present war, for, considering the existence of German branch factories in France before the World War and the technical and commercial potential which they represented in

and then the stage of development of French inorganic chemistry on the other hand, co-operation
on a similar basis would certainly have come to
exist in course of time. In this connection it
is important to note that at the outbreak of war
the German branch factories and their parent companies supplied about 39% of the total dyestuffs
consumption of the French market.

- 2) The solution is based on the payment of suitable compensation, by means of free private agreement in the economic sphere, for the participation to be acquired by Farben and on the breaking of all links with the past through the formation of the German-French company.
- 3) In view of the controlling position held by the Prosident of the Verwaltungsrat (Conseil d' Administration) in accordance with stock corporation laws, and considering the agreement made, which stipulates that the President shall be a Frenchman to be nominated by mutual agreement, a German participation of 51% is a necessary counterbalance to create equality.

5.

As regards the doubts expressed by M. Pucheu in connection with the attempted "de Juro" monopoly for the GermanFrench company in the French merket, Dr. v. Schnitzler explained that Farben was prepared to drop this matter. The
attempted logal settlement had been proposed in the first
place as an additional safeguard for the preservation of
French interests. Other things being equal, the new company
may have confidence in the ability of its technical and
economic potential to meet any competition.

(Page 3 of original)

Dr. Wichel notes that Farben renounces its claim to the attempted legal settlement of a monopoly for the German-French company in the French market.

The Plenipotentiary General M. Barnaud, explains that after Dr. Michel's remarks, mentioned at the beginning, and in view of Parben's renunciation of its claim to a "de jure" monopoly, the question of whether the German participation should amount to 50% or to 51% loses some of its importance. Considering the psychological effect on the French population, he would prefer a 50% participation.

That he now agrees to a 51% participation by Farben is because he sees from the work done in common so far - especially with Dr. Michel - and from the latter's explanations, that there is no question of Farben's dominating the new company unilaterally by means of "power politics"; and because there is agreement on the following three points:

I. The President of the new company must always be a Frenchman, and his nomination must be the result of mutual agreement.

2

- of members of the Verwaltungsrat. They must be elected at a General Meeting, in accordance with proposals made by both sides.

 The President to be called to office in accordance with I will always appear on the French list.

 The Hilltary Commander has no objections to the stipulations contained in II and III being made the subject of legislation by the French Government.
- III. Germany will claim no majority in other French industries on the basis of the present agreement, as this settlement represents a special case, in

14

view of the historical development and the existing technical and commercial situation.

(Page 4 of original)

Dr. Nichel states that this constitutes a definite meeting of minds. In conclusion, he stresses the fact that he fully appreciates the misgivings expressed by M. Pucheu. He welcomes the way in which M. Pucheu has now put aside his doubts and admitted the validity of the arguments put forward by the opposite side, thus clearing the way for German-French co-operation in the dyestuffs sphere.

The above record is made in German and French. The German text is the authoritative one for purposes of interpretation.

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The Military Commander in France by order

(typed sig.) Dr. BURANDT

TRANSLATION OF DOCUMENT NO. NI-6950 CONT'D

FILE NOTE

. On the German-French conference in Paris on 10th Warch 1941,

Those present were:

From the French dyestuffs industry:

Duchemin Frossard Thesmar de Kap-Herr

From Farben:

v. Schnitzler ter Heer Kugler Kuepper

Others:

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Kramer

Dr. v. Schnitzler starts by informing the mooting that, according to information received from the German Armistice Economic Delegation in Wiesbaden, the French Government in Vichy has expressed to the German Armistice Economic Delegation its agreement in principle to the establishment of a German-French dyestuffs company on the basis of a 51% participation by Farben. The French Government attached to its consent only stipulation, which, according to Wiesbaden's information, has not yet been reduced to writing, and which concerns the following points:

- a) It must be definitely laid down that, regardless of the German majority participation, only a Frenchman jointly nominated/by both the German and French groups of stockholders can be made President.
- b) The fact of the organization of a German-French dyestuffs company with a 51% participation by Farben, being a "cas unique", shall not constitute a precedent for the form to be adopted by German-French co-operation in other spheres; this must be expressly laid down through statements to this

affect from one Government to the other.
(Page 2 of original)

Information was further sent to Ministerial dirigent
Dr. Michel in Berlin on the result of the conversations
held on the 2nd inst. with the Plenipotentiary General for
questions of German-French economy, the course taken by
which suggested that an agreement might be expected, provided that points (a) and (b) were settled in accordance
with the wishes of the French, as actually happened. Dr.
Nichel then reported to the Reich Minister for Economics,
Dr. Funk, when he was in Berlin 1 st week, and obtained the
latter's consent.

On the basis of the situation described above, and on the express recommendation of the German Armistice Delegation in Wiesbaden, the German group came to Paris to begin negotiations based on the agreements of 20th and 21st January concerning the manner in which the latter were to be carried out.

M. Duchemin reports on conversations with the Ministry of Production, which do not agree with the situation described, inasmuch as, according to M. Duchemin, the Ministry of Production has in the meantime advocated participation by the French state in the new company, along with a reduction in the French and German participations.

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The meeting agrees to open negotiations for putting the agreement into practice, on one assumption that the French Government will express its attitude during the next few days in accordance with the situation as described by Farbon.

II. Duchemin again refers to the conversations held on the 2nd and 3rd with the Plenipotentiary General for questions of German-French economy. He explains the essential Condition then imposed by the French Government with regard to the Verwaltungsrat by saying that the principle governing the appointment of a French President of the Verwaltungsrat "on commun accord" was to be settled by the French group and Farben. The agreement would then be made the subject of legislation by the French Government.

(Page 3 of original)

In the further course of the discussion, Farben submits
the "Propositions pour l'execution de l'entente francoallemende dans la domaine des matières colorantes" (Suggestions
for carrying out the German-French agreement in the dyestuffs sphere") in both German and French, the French text
being read aloud, with comments. In this connection the
following points are noted:

a) The French group agrees to the procedure suggested by Farben for the evaluation of the plants. Farben' states that it will nominate

Director Dencker

and probably also

ZIN:

Dr. Wellenborn

as members of the German Evaluation Commission. The German Evaluation Commission will work in close collaboration with the "Technical Commission" planned by the German side and consisting of

Director Wenk Dr. Roell Dr. Hoyer

The French group plans to put

Dr. Huber - for technical matters-Dr. Vroome- for accounting eto-

at the disposal of the Commissions for its own work.

b) The French group notes Farben's suggestions with regard to the members of the Conseil to be nominated by the Germans. The French group itself plans to nominate as members of the Consoil, in addition to M. J. Frossard as President, the following:

MW. Duchomin Thesmar Despret Roessler jun.

As Technical Director, the President has at his disposal

Dr. Louis Frossard

and as Secretary General for the general administration %. de Kap-Herr.

The question of the appointment of a Sales Director has been left open in the meantime.

Farbon plans to nominate - among others -

Dr. Kramer

as the Commissioner to a appointed by the German side and to act also as confidential agent to Farben.

(Page 4 of original)

c) The French group "agrees" in the sense intended by Farben's "Proposals" that CMC is to serve as parent firm for the new company. CMC would, at the appropriate time, have to be re-named as follows:

"Compagnie des Nationes Colorantes et Produits
Chimiques "Francolor" SA Paris".

(Francolor is a name patented by Chic.)

- d) It is agreed that an Editorial Commission, the members of which have not yet been definitely selected, shall be appointed to set up the entire text of the agreement.
- e) the French group, moreover, is already in agreement with the suggestion contained in Farben's written proposals to the effect that products outside the scope of the "claim to leadership" should be sold

on commission by the present owners of the plants.

The French group reserves to itself the right to work through the further contents of Farben's "proposals" and to come back to them later. It will inform the Ministry of Production of the contents this afternoon, as it considers them to be of service for the further clarification of the situation as a whole

It is agreed that as soon as the above-mentioned situation has been clarified and the agreement relating to the establishment of a German-French company with a 51% participation by Farbon is therewith definitely concluded, a start should be made with the preparatory work necessary for carrying it through. To this end Farbon has the following plan and the French group agrees:

- Immediate dispatch of the above-mentioned Technical Commission to the French plants for the purpose of inspecting the plants, agreeing on their capacities, etc.
- Immediate start of work by the Evaluation Commissions on both sides.
- 3. In order to contribute materially towards the resumption of production by the French plants at the earliest possible date, and to

(Page 5 of original)

the extent permitted by the raw materials, auxiliaries etc. available, and to accelerate the process, Farben will place orders for dyestuffs to be supplied outside France to the French plants during the period of re-organization.

At the conclusion of the meeting, M. Frossard expresses a wish for the products of the "Societe anonyme des Broduits Chimiques et Matieres Colorantes de Mulhouse, Paris" to be

put at the disposal of the French group for continued sale on the French market. Farben agrees to a temporary sale of this kind on a commission basis.

CERTIFICATE OF TRANSLATION

I, None A.M. Maclood, horeby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document NO. NI-6950.

29th July 1947

Mona A.M. Macleod REP 38347

TRANSLATION OF DOCUMENT No. NI-807 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

2 April 1941

Herrn Generaldirektor Dr. Paul MUELLER Dynamit Nobel A.S.

Treisdorf, District Cologne.

Dear Dr. MUELLER,

Your kind letter of 24 March was waiting for me here upon my return from a short business trip to Italy and Switzerland. When still in Italy, the news reached me that the Vichy Government has approved the German-French agreement and that this should therefore be considered as settled. In the meantime, a commission of technicians, consisting of Messrs. WENK, ROELL and HOYER, has set out on a journey to France, in order to carry out a very thorough inspection of the various works which are to incorporated in the new company. The commission has already completed the inspection of the Villers Works and will still irapect the factory at Oissel near Rouen before Easter. Both works are known to belong to the Kuhlmann firm and it is intended to incorporate them in the new German-French Company. So far as I am informed, the plants producing synthetic materials are located within the former works. As these plants, although their products do not come within the field of aniline colours, will also be taken over by the new Company, and only the General Management will remain in the handsof the Parent Company, in so far as they will decide upon the extent of production and control all sales, we shall, by reason of our 51% participation in the new Company, also in fact own the majorit of the shares of the synthetic material producing section. The fact that the DAG is taking up the matter of synthetic materials with the competent representatives of Kuhlmann, should therefore be sincerely welcomed by all interested parties. Taking your approval for granted, I have therefore, through Dr. KRAMER, already passed on this request of the DAG to Paris, and our technicians will certainly be able to report to you in detail, upon their return at Easter, as to the most expedient way of bringing about further discussions.,

With kind regards

Yours

signed v. SCHNITZLER

CERTIFICATE OF TRANSLATION

I, Julia KERR, No. 20185, herebycertify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. HI-807.

> Julia KERR No. 20185.

> > -1-"END"

TRANSLATION OF DOCUMENT NO. WI. 6924 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

> 28 August 1941 Dr. M-W/Wt.

Rechtsanwalt Dr. Roichstein Borlin W.9 Bellevue 11a

Dear Colleague,

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To supplement my telephone call of this morning, I am adding a few passages from our Francolor agreement. I shall be informed by telephone this afternoon as to which points of our Francolor agreements exceed the scope of the present French laws and must be sanctioned by Vichy through a special decree. I shall then pass this information to you by telephone.

The following points taken from our Articles of Incorporation are of interest:

After the stipulation that the first members of the Verwaltungsrat are to be nominated half by the French and half by the German group. comes this sentence:

This nomination must be ratified by the General Meeting.

After the stipulation concerning the nomination of the <u>later</u>

members comes this sentence:

The General Meeting will take cognizance of nominations made under the conditions described above.

The following extracts are also of interast:

Art. 19. The provisions of Art. 26 of the law of 24th July 1867 shall not apply to administrators of this company.

Art. 23....The president may also, in agreement with the Verwaltungsrat, appoint one or more consultative committees, the assignment and membership of which will be fixed by himself.

TRANSLATION OF DOCUMENT NO. NI-6924 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Pago 2 of original

Art. 27. The Verwaltungsrat shall be granted the most extensive powers to set on behalf of the Company and to perform or authorize all actions and operations relating to its object which do not come within the competency of the General Meeting.

-- followed by a list of separate spheres of competency. -Art. 28. The President shall be charged with the general
management of the Company, under the control of the Verwaltungsrat.

The Verwaltungsrat will delegate to him all powers necessary for the administration of the ordinary business of the Company.

The stipulations - copies of which are enclosed - contained in our syndicate agreement concerning the commercial and engineering committees are also of interest.

Heil Hitler!

Yours faithfully.

(Stamp) Dr. Mayer-Wogolin

Enclosure

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TRANSLATION OF DOCUMENT NO. NI-6924 (cont.)
OFFICE OF CHIEF OF COUNSIL FOR MAR CRISES

Page 3 of original

Article 8. - Technical and Commercial Committees.

A Scennical and a Commorcial Committee, to which Francolor and Farbon will each delegate three members, shall be formed for consultative purposes. The Committees will meet at regular intervals. The President of Francolor will act as Chairman should be be present at the meeting; in his absence the Chairman's duties will be taken over by the member nominated by Farben.

The members of the Verwaltungsrat of Francolor will be authorized to take part in the deliberations of the above Committees. The Committees may held joint meetings. They may invite experts from Francolor or Farben to attend their meeting.

The members of the Technical and Commercial Committees shall be put in possession of all the documents and papers necessary for the accomplishment of their assignment. In particular, all data relating to the calculation of cost prices will be at the disposal of the Technical Committee and statistics on trade figures, date on sales income, sales expenditure etc. - worked out according to countries and products - at that of the Commercial Committee.

Article 9. - Functions of the Technical Committee.

The following questions in particular shall be submitted to the Technical Committee for its opinion and shall be examined by it:

- a. Datablishment of a producti on program.
- b. Supply of raw materials and questions relating to purchase.
- c. Retionalization and concontration of production.
- d. Supervision of cost prices.
- c. Manufacture of new products and conversion of existing installations to new methods.
- f. Study of projects for new installations and special reparations.
- g. Special redesptions.
- h. Carrying out of scientific research and technical experiments and control of the expenses relative thereto.

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Page 4 of original

- Contracts with scientific collaborators who are not members of Francolor.
- k. License and sub-license agreements concerning patents and nonpatented methods, as well as the purchase and sale of patents or non-patented processes.

If any question of a technical nature requires the decision of the Verwaltungsrat, in conformity with the Articles of Incorporation of Francolor, the Technical Committee shall prepare the question in such a way that the Verwaltungsrat may take up its position.

Questions relating to the use of dyestuffs shall be dealt with by
the Technical Committee when they are particularly technical in nature,
and by the Commercial Committee when they particularly concern the
sales sphere.

Article 10 .- Functions of the Communicial Committee.

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The following questions in particular shall be submitted to the Commercial Committee for its opinion and examination:

- e. questions regarding the organization and regulation of the Francolor sales, including connercial propagands.
- b. Probable volume of Francolor's exports.
- c. Sale of intermediate products in France.
- d. Conventions regulating the markets.

If any question of a commercial nature requires the decision of the Verweltungsrat, in conformity with the Articles of Incorporation of Francolor, the Commercial Committee shall proper the question in such a way that the Verweltungsrat may take up its position. TRANSLATION OF DOQUMENT NO. NI-6924 (cont.)
OFFICE OF CHILF OF COUNSIL FOR WAR CRIES

Page 5 of original

Rechtsanwalt Dr. Reichstein, Berlin W. 9 Bellevue Strasse 11a

28 August Dr. 16-W/Wt.

Dear Colleague,

In the meantime I have talked to my colleague in Frankfurt, but unfortunately could not reach you afterwards. He gave me the following list of points in which our Articles of Incorporation deviate from the existing compulsory legal regulations and must therefore be sanctioned in these respects by the French government:

- We do not possess the minimum number of original subscribers prescribed by French law.
- 2) We have provided that the shares shall also remain in the hands of the original subscribers during the whole life of the company in a certain proportion to their holdings.
- 3) We have provided that the members of the Verwaltungsrat shall be elected by the groups and not by the General Meeting, which in our case has only to ratify the choice made by the groups.
- 4) We have dispensed with the provision that the members of the Aufsichtsrat shall hold obligatory shares (Pflichtaktien).
- 5) We have provided that the President also shall not be elected by the General Meeting only, but also by the groups.
- 6) In our case the French members of the Verwaltungsrat are dispensed, as regards our company, from a French regulation restricting the number of Verwaltungsrate of which the same person can be a member.

Pago 6 of original

7) We have provided that the members of the Verwaltungsrat may receive managerial assignments, whereas the French law of lovember reserves these in their entirety to the President.

Page 6 of original (cont.)

- 8) Although according to our Articles of Incorporation the Prosident has unlimited powers in all current business transactions in accordance with French law, we have bound him to obtain the sanction of the Verwaltungsrat in eight cases (also included in your draft). Insolar as these restrictions concern current business transactions, they do not come within the scope of French law.
- 9) Finally, we have claimed freedom from a number of formalities prescribed by French law for companies established with other than cash capital. This was held to be important, as the establishment of such companies is very complicated in France.
 Yours will probably not be like that.

According to information in our possession, the Vichy government's sanction will not be granted through the medium of a law issued specially for our case, but through a ministerial decree based on a "Rahmengesetz" ** to be issued shortly which will allow the French Minister of Labour, in agreement with the Minister of Finance and the Minister of Justice, to allow exceptions to the compulsory regulations of French company law. A decree of this kind would then be a possibility for your case too.

In conclusion, may I pass on to you and the other gentlemen of

Hansa Leichtmetall a request that you will not base yourselves on our

case in your French negotiations, as our negotiations have not yet

reached any definite conclusion either.

Hoil Hitlor!

Yours truly,

TRANSLATION OF DOCUMENT HO. NI-6924 (cont.)
OFFICE OF CHI P OF COURSEL FOR WAR CRIMES

Page 7 of original

Wolfgang Reichstein

Borlin-W 9, 17 September 1941 Viktoriastr. 4 a.

Rochtsenwalt Mayor-Wogolin, I.G. Farbonindustric

Frankfurt/Main

Gruenoburgplatz

Donr Collongue,

Thank you for your two letters of 28th August 1941. The information which you were kind enough to give me was very valuable to me and has been of great use in our negotiations in France.

In one of your letters you expressed the view that we were not interested in the problems involved in establishing companies with other then cash capital. There is, however, really some question of our establishing such a company in France. The difficulty of establishing a company with other than cash capital has also played a part in our negotiations. The Chairman of the French group first represented the view - completely irrelevent, to my mind - that under French law . the establishment of companies with other than cash capital is not permissible - in other words, the full amount of the registered shore capital must be paid in cash. I was able without difficulty to refute this by reference to the French stock laws. Unfortunately we did not stay long enough in Paris to talk to our colleague L'Oncle. For the purpose of preparing the next conference, therefore, I should be grateful if you could inform me by what method you climinated the difficulties caused by the French law regarding the establishment of companies with capital other than cash - or how you intend to oliminate them.

I should welcome it if you would send me a copy of the corresponding paragraph of the draft decree worked out by you. TRANSLATION OF DOCUMENT NO. NI-6924 (cont.)
OFFICE OF CHIEF OF COURSEL FOR WAR CRISTS

Page 8 of original.

In this connection, I may stress the fact that all this information will be treated in the strictest confidence, not only by myself but also by all the other members of the Hansa Leichtmetall Aktiengesellschaft.

Yours very truly.

Heil Hitler ...

Yours sincerely on behalf of (typed) signed: Dr. Reichstein

Wedekind

CERTIFICATE OF TRANSLATION

I, Wone A.W. Maclood, hereby certify that I am thoroughly conversant with the English, German and French languages and that the above is a true and correct translation of the Document No. HI-6924.

26 July 1947.

Monn A.M. Maclood MEP 38347

END

Jb.

LAW OF 18 SEPTEMBER 1940

We, Mershal of France, Head of the French State, having heard the Council of Ministers, decree, (Official Gazette /Journal Official/ 19 September, 1940, p.5059)

Article 1: The societe anonyme shall be administered by a Board of not less than three and not more than twelve members.

Article 2: The President of the Board of Management shall fulfil the functions of director general or, failing that, the director general shall exercise these functions in the name of and under the personal responsibility of the President of the Board of Management.

No other member of the Board of Management may be invested with powers of management in the company.

 $\underline{\operatorname{Article}}$ 3: No-one shall be empowered to exercise more than two Presidential mandates.

Article 4: The President of the Board of Management of the company shall be considered as trader for the application of this law. In the event of the insolvency of the company, he is subject to the forfeitures attached by law to insolvency.

For the rest, in the event of company's becoming insolvent, the civil tribunal may, at the request of the Official Receiver, decide in the case of insufficient assets that the company's debts shall be borne, to the amount of the total fixed by the tribunal, either by the Fresident, or by all the members, or by a certain number of them with or without joint liability.

article 5: This law shall be applicable as much to companies to be formed in the future as to those already constituted, which have a respite of three months to bring thomselves into conformity with it, notwithstending all contrary provisions of their contracts.

In the event of these last finding it impossible to call their general meetings during this period, the Board of l'anagement shall be empowered to proceed with the necessary modifications. They shall submit their decisions for ratification by the first general meeting.

all decisions arrived at after the clapse of the period of three menths provided for above, and which contravene the provisions of this law, shall be void without need of senetion.

Article 6: All provisions contrary to the present law, which will be published in the Official Gazette and executed as a law of the State, shall be abrogated.

The magistrate delegated by the Minister of Justice with the Chief of Counsel for War Crimes, certifies that the above copy conforms with the text of the law of 18 September 1940 published in the Official Gazette of 19 September 1940, page 5059.

Paris, 11 April 1947.

Signature: C. Gerthoffer.

TRANSIZTION OF DOCUMENT No. NI-9164

CERTIFICATE OF TRANSLATION

24 Soptomber 1947

I, PATRICIA E. C. 100D, ETO No. 20139, hereby certify that I am d duly appointed translator for the French and English languages; and that the above is a true and correct translation of the document No. NI-9164.

PATRICIA E. C. TOOD ETC No. 20139

TRANSLATION OF DOCUMENT NI - 10542 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIMES.

LAW OF 16 NOVEMBER 1940.

Journal Official 25 November 1940.

Article 1. The joint stock corporation shall be administered by a council of three members at least and twelve members at the most.

However, when in a corporation one or more "administrateurs" **) are prisoners of war, the maximum number of "administratuers, as provided by the Articles of Incorporation and specified in the preceding paragraph, shall temporarily be increased by a number equal to that of the "administrateurs" who are prisoners of war.

The "administratours" who are prisoners of war shall attend the "Conseil d'Administration" *) on their liberation subject to the same conditions as the other numbers.

The first general meeting of stockholders subsequent to the liberation of all the "administrateurs" who were prisoners of war shall fix permenently within the limits of paragraph 1, the maximum number of members of the Conseil d'Administration as provided by the statutes and shall renew this number in its entirety.

Article 2. The President of the Conseil d'Administration shall hold the office of General Hanager (Directeur General), or, failing this, the General Hanager shall hold such office for the account and under the personal responsibility of the President of the Conseil d'Administration.

No other member of the Conseil d'Administration may be invested with the office of manager in the Corporation.

However, the President may appoint a committee composed either of "administratours", or of managers, or of "administratours" and managers of the Corporation. The members of such committee are charged with the study of those questions which the President shall submit to them for examination.

The "administrateurs" who are nembers of this committee may receive a share in the profits in excess of that of the other "administrateurs".

In the event that the President shall be unable to fulfil his duties he may delegate the latter, in whole or in part, to an "administrateur"; such delegation shall always be made for a limited period of time.

Should the President be temperarily unable to effect such delegation, the Conseil d'Administration may ex efficie proceed therete, in the same conditions.

The magistrate delegated by the Minister of Justice to the Office of the Chief of Counsel for Mar Crimes certifies that

TRANSLATION OF DOCUMENT NI - 10542 COMMID.

articles 1 and 2 as reproduced hereabove correspond to articles 1 and 2 of the law of 16 November 1940 concerning joint-stock corporations, which was published in the Journal Official on 26 November 1940.

(Signature): C. Gerthoffer.

*) "Conseil d'Administration" - Supervisory Board

**) "Administrateurs" - members of a Conseil d'Administration.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMIER, USFET 482, hereby certify that I am thoroughly conversant with the French and English languages and that the above is a true and correct translation of Document No. HI - 10542.

29 September 1947

DOROTHY E. PLUMMER USFIT 482.

(END)

CONTRACT

between the undersigned Companies:

- The Cie Nationale de Matières Colorantes et Manufactures de Produits Chimiques du Nord réunies - Etablissements KUHLLANN situated in Paris, 11, Rue de la Baume, hereinafter called "KUHLLANN", represented by Mr. R.P. DUCHELIN, authorized to act in this matter by decision of the Board of Managoment, dated 12 July 1941,
- La Société Anonyme des Matières Colorantes et Produits Chimiques de SAINT-DEMIS situated in Paris, 69, mue de Miromesnil, hereinafter called "SAINT-DEMIS", represented by Mr. G. THESMAR, authorized to act in this matter by decision of the Board of Management, dated 24 September, 1941.
- 3. La Cie Française de ProduitsChimiques et Matières Colorantes de SAINT-CLAIR DU RHONE situated in Paris, 143, Boulevard Haussmann, hereinafter called "SAINT-CLAIR", represented by Mr. J. FROSSARD authorized to act in this matter by decision of the Board of Management, dated 9 July, 1941,

designated "LE GROUPE FRANÇAIS",

on the one side,

and I.G. FARBENINDUSTRIE Aktiengesellschaft situated at Frankfurt on Main, hereinafter call d I.G.,

on the other side.

(page 2 of original)

The following has been laid down and agreed upon:

Procemble

The negotiations between the contracting parties entered upon with a view to concluding the present agreement were commenced at Wiesbaden on 21 Wovember 1940 between the representatives of the undersigned parties in the presence of the representatives of the French and German Governments.

The German representatives indicated from the outset that the cartel agreements previously in existence between the undersigned parties were to be considered invalid in view of events which had occurred during the war. The French representatives then observed that, in accordance with the terms of French legislation then in force, agreements previously concluded between the French and the Germans were simply suspended for the duration of hostilities, but not abrogated and that an express abrogation appeared necessary in order that the old agreements might be replaced by new ones. The German representatives, maintaining their point of view, considered that there was no necessity to have re-

TRANSLATION OF DOCUMENT No. NI=6845 CONTINUED

(page 2 of original, cont'd)

course to arbitration as provided for by the aforementioned agreements concluded previously, designed to resolve the problem of whether the agreements were still valid. They requested the French representatives to acknowledge their control of a 51% interest in the capital of a French Société anonyme comprehending all the French dyestuffs factories and enjoying a monopoly of the production rights for these products in France. They submitted a memorandum indicating their reasons for claiming majority rights (Fuehrungsansprueche) in the French dyestuffs industry.

(page 3 of the original)

The French representatives replied that, despite their desire to reach a friendly agreement, they could not subscribe to the German views on this subject and that they would refer the matter to the French Government.

The discussions were resumed in Paris on 2C January 1941. The I.G. representatives then stated that they had modified their original proposals, and offered to pay the German investments in the new Company not in kind but in I.G. shares.

On the occasion of a third interview in Paris on 12 March 1941, I.G. stated that it renounced the right to a monopoly in France of production rights for dyestuffs in the future Company.

During a meeting held on 12 March 1941 convened and presided over by Dr. MICHEL, the MVCh (Kriegsverwaltungschef - Chief of War Administration), in which other representatives of the Military Commander of France and the representatives of the French Government participated, the Delegate General to the Franco-German Economic Helations Commission gave his consent to the admission of 51% I.G. interest, the agreement having been based on the three following points:

- The President of the new Company shall always be a Frenchman and his appointment shall take place by common consent of the two Groups concerned.
- 2. Each group shall have the right to nominate the same number of administrative officials. The election of these officials shall be carried out by the general meeting on the nominations of the two parties.
 In accordance with Paragraph 1, the President to be elected shall be among those nominated by the French Group.
 The kilitary Commander sees no reason why the arrangements decided upon in Paragraphs 1 and 2 above should not be permanently established by French Law.

(page 4 of original)

3. On the German side, no demand for majority interest in any branch

TRANSLATION OF LOGULENT No. MI-6845 CONTINUED

(page 4 of original, cont'd)

of French industry shall be made on the grounds of the precedent established by the present agreement, this regulation constituting a unique case, by virtue of the history of the development of the agreement and of existing technical and commercial factors.

Implementing the agreement described above, the parties are agreed on the draft of the statutes of a French Société Anonyme the title of which shall be "FRANCOLOR", with a capital of 800 million francs divided into 80,000 shares of 10,000 francs each.

In consequence of this agreement on the constitution of this Company, the parties have decided to conclude the contract which follows.

The French Government is to recognize the legality of the terms both of the above-mentioned statutes and of the present contract, which may be contrary to present or future laws of France.

SECTION I

Definition:

In the text of the present contract, the following terms shall have the following significance:

The term "the field of dyestuffs" shall comprehend dyestuffs, dyeing and finishing intermediates and auxiliaries, that is to say:

a) Dyustuffs:

All organic chamical products - soluble or insoluble - which can be used to produce coloring effects.

(page 5 of original)

b) Intermediates:

All organic chanical products, in so far as they are used for the manufacture of dyestuffs, such as those precisely defined in a).

c) Dyeing and finishing auxiliaries.

All organic chemical products used as auxiliary products in the textil: industry in general and in so far as they are designed to be used in this industry, that is to say auxiliary products used in the application of dyestuffs or in the production of color effects, be it by dyein, by printing or by any other method, and also auxiliary products used in the manufacture and finishing of textiles (fibre, threads, tissues of all types).

hydrosulphite and its derivatives shall be included in this group.

TRANSLATION OF DOCUMENT No. NI-6845 CONTINUED

(page 5 of original, cont'd)

The term "Field of Miscellaneous Products" shall comprehend organic chemical products not falling within the "Field of Dyestuffs" manufactured prior to the conclusion of the present contract in the factories of the French Group , supplied to the new Company, in so far as the manufacture of these products is transferred to the new Company.

The term "Branches" shall comprehend those firms in which one of the parties exerts direct or indirect influence as a result of financial or other connections which enable that party to order the firms concerned to discharge the obligations arising out of the present contract. It is an established rule that, with the exception of extraordinary circumstances, financial interest in excess of 50% assures the possibility of effective control

(page 6 of original)

SECTION II

Constitution of the FRANCOLOR

Article I: Annulment of Cartel Agreements.

The parties declare invalid, in so far as they are concerned, with effect from 1 September 1939, the France-German Cartel Agreements concluded on 27 April 1727, 23 July 1931 and 15 November 1938 between I.G., on the one side, and the seven French Companies of which KUHLMANN, SAINT-DE IS and SAINT-CLAIR are signatories of the present contract and of which the remaining four are:

1. Société Aurand de Haguenin, Baningue (incorporated in the meantime into Etablissements Kuhlmann), 2. Société des Produits Unimiques et Matières Colorantes de Kulhouse, 3. Établissements Steiner, Vermon, 4. Société Anonyme pour l'Industrie Chimique de Bulhouse-Dormach, on the other side. The Prench Group guarantees that the signature of these three latter Companies to the agreement will be obtained.

The France-German-Swiss Cartel Agreement, known as the "Tripartite Agreement" (Contrat & Trois), concluded at Basle on 27 April 1929 and the Cartel Agreement signed in London on 26 February 1932 between the signatories of the Continental Dyestuffs Cartel Agreement consisting of the German, French and Swiss Groups, on the one side, and the Imperial Chemical Industries Limited, London, on the other side, shall be considered invalid in view of the declarations made by the Swiss Group and by I.C.I.

The French Group itself undertakes to bring about the annulment of the Franco-Swiss Cartel Agreement of 27 April 1929 and guarantees to the new Company to assume full responsibility for this matter.

TRANSLATION OF DOCUMENT No. WI-6845 CONTINUED

(page 7 of original)

Article 2: I.G. Investments.

Kuhlmann, Saint-Denis and Saint-Clair jointly undertake to retrocude to I.G. 40,000 FRANCOLOR shares due to I.G. in payment for I.G. shares, thus putting I.G. in possession of 51% of the share capital.

This retrocession shall take place immediately after the acceptance of the final constitution of FRANCULOR.

Article 3. Payment for FRANCOLOR shares by I.G. The Incliencebility of I.G. shares.

I.G. shall pay for the FRANCOLOR shares which are thus sold to it by the transfer to the Companies of the French Group of 12,750 I.G. shares with a nominal value of RM. 1,000 each, current issue. These shares shall be assigned as follows:

1.	to	KUHLMANN					 (1. T)	·		7,770	shares
2.	20	ST.DE IS				9.0				3,442	shares
3.	to	ST.CLAIR							•	1,530	shares

The French Group undertakes not to dispose of in any way, nor mortgage, the i.G. shares of which the present agreement puts then in possession. Transfers may, nevertheless, be effected within the French Group.

Article h: Working Ctgital.

The working capital of the Francolor shall be provided up to the amount of 400 million francs by means of advances on current account yielding interest at the rate of 6% per annua, in proportion to the contribution ands by each of the contracting parties to the capital.

(page 8 of original)

Article 5: Government Authorization Payment of Dividends.

Since the constitution of the Francolor implements the decisions of the French and German Governments, the contracting parties shall obtain from their respective Governments the necessary authorization for the exchange of shares envisaged in Articles 2 and 3, this exchange to be effected, as far as possible, without transfer fees, and in or - der that the payment of the dividends on T.G. and Francolor shares respectively may be made by means of direct clearing without transfer of foreign currency, up to the amount due, and without the intervention of the Glearing Office - the balance of the amounts to be transferred shall be established within the framework of the Franco-German Payment Agreement of 14 November 1940 or of any agreement subsequently to be concluded.

Francelor, having been formed after 1 January 1940, shall be entitled, in accordance with Article 3 of the law of 28 February 1941, to distribute in the form of dividends sums of money, equal to 8% of the capital.

TRANSLATION OF DOCUMENT No. MI-6345 CONTINUED +

(page 8 of original, cont'd)

SECTION III

Organization of the Francolor

Article 6: President.

The contracting parties are agreed upon the immediate appointment of M.J. FROSSARD as the first President of the Francolor.

(page 9 of original)

Article 7: Managers.

The following shall be the first managers:

- 1. Mossrs. H. Kramer
- M. Fockenberghe 2.
- G. Vicillard B. Lodoux 3.

Article 8: Technical and Commercial Counittees.

A Technical Committee and a Commercial Committee shall be formed, to serve in an advisory capacity, to each of which three delegates shall be sent by Francolor and three by I.J. Meetings of these committoos shall be held regularly. The President of Francolor shall, if he is present, preside over the meetings of the counittee; in his absence, the chair shall be taken by the delegate nominated by I.G.

The members of the Ad inistrative Board of Francolor shall be authorized to participate in the discussions of the committees. The committees shall be at laborty to hold open meetings. They shall be allowed to invite to their meetings experts of Francolor or of I.G.

All information and documents necessary for the accomplishment of their work shall be put at the disposal of the members of the Technical and Commercial Committees. In particular, the members of the Technical Committee shall have at their disposal information connected with the calculation of production costs, and those of the Commercial Committee shall have access to commercial statistics, data on sales profit, sales costs etc. - these figures to be established according to products and countries concerned.

Article 9: Tasks of the Technical Committee.

The following questions in particular shall be submitted to the Technical Committee for examination:

TRANSLATION OF DOCUMENT No. NI-6845 CONTINUED

(page 10 of original)

- a. The Drawing up of the Production Program.
- Supply of basic materials and questions connected with the purchase of materials.
- Organization and concentration of production to achieve maximum efficiency.
- d. Control of production costs.
- e. Manufacture of new products and conversion of existing equipment for the introduction of new processes.
- Study of plans for the installation of new equipment and unusual repair work.
- g. Extraordinary sums to be written off for depreciation.
- h. Execution of scientific research and technical experiments and control of expenses arising therefrom.
- Contracts to be concluded with scientific collaborators outside Francolor.
- k. License and sub-license contracts on processes, patented and otherwise, and the sale or purchase of processes, patented or otherwise.

Inasmuch as any question of a technical nature is to be submitted to the Board of Management for its decision, in accordance with the statutes of Francolor, the Technical Committee shall prepare the question in such a way as to enable the Board of Management to decide upon the attitude which it is to adopt.

Questions relating to the utilization of dyestuffs shall be dealt with by the Technical Committee in those cases in which they are of a predominantly technical nature and by the Commercial Committee when they are more particularly concerned with the realm of marketing.

TRANSLATION OF DOCUMENT NO.NI-6845

CONTINUED

Article 10. - Judicial scope of the Comporcial Cornittee.

The following questions in particular shall be submitted to the Cormercial Cormittee for an opinion, and shall be investigated by it:

a. Questions relative to the organization and regulation of sales by Francolor, including commercial propaganda.

b. Volume of opports by Francolor to be opported.

c. Sale of intermediate products in France.

d. Agreements governing trade.

In so far as any question of a commercial nature must be submitted to a decision by the Board of Hanagement, in conformity with the statutes of Francolor, the Commercial Constitute shall present the question in such a manner that the Board of Hanagement can give an opinion.

Article 11. - Mon-competitive clause for the French Group.

For the entire period of the emistance of Francolor, Kuhlmann, Saint-Denis and Saint-Clair undertake, vis-A-vis I.G. and vis-A-vis Francolor, not to engage in any activity in France, in her colonies and protectorates or abroad, thether directly or indirectly, concerning the manufacture or sale of products within the province of dyestuffs, nor to participate actively in an enterprise engaged in the immufacture or sale of those products, nor to assist such an enterprise in any way at-all. Kuhlmann, Saint-Denis and Saint-Clair shall see to it, and stand surety, that the firms Habbour and Camell at Lyons, the Societé des Matières Colorantes de Croix- ascuthal (Burel) at Roubaix and at Riche-Ertvolde, shall accept a similar undertaking vis-A-vis Francolor and I.G.

(page 12 of original)

As for the Etablissements Steiner at Vernen, in which no member of the French Group has any interest, a special agreement to the same effect shall operate between the Etablissements Steiner and Francoler.

Kuhlmann, Saint-Chair and Saint-Denis undertake additionally vis-1-vis
Francolor and the I.G., to do and a corresponding pledge, if possible,
for a period of three years, on the part of these of their representative
effices in France or abread, sales agencies, etc..., which will not
be taken back by Francolor. Kuhlmann, Saint-Clair and Saint-Denis will
see to it, and stand surety, that the firms Etablissa ents Steiner,
Vermon, Mabboun and Canell, Lyon, Société des Matières Colorantes de
Groin- asquehal (Burel), Roubaix and Riem-Ertvelde, dorand a corresponding pledge, if possible, from their representative offices in
France and abread.

The costs of these provisions shall be settled by common agreement and borne by Prancolor.

(page 12 of original, contid)

Article 12. - Non-competitive clause for the employees of the French Group and the Francolor.

Kuhlmann; Saint-Clair and Saint-Donis undertake vis-a-vis Francolor and I.G., to desend of their employees engaged on technical or connectal work the are in possession of important knowledge in the province of dyestuffs and are not taken back by Francolor, a plodge not to accept during the period of their employment, and similarly during a three year period of the leaving the service of Kuhlmann; Saint-Clair or Saint-Donis, any employment in a rival enterprise, nor to participate, whether directly or indirectly, in such a rival enterprise,

(page 13 of original)

nor to assist by advice or action, in any way whatever, such a rival enterprise. By rival enterprise shall be understood any enterprises in Europe, North America, Central America or South America, Turkey, Egypt, Japan, China, Innehuria, British and French colonies, protecterates and dominions, and Dutch colonies, thich are engaged in the manufacture or the sale of products in the province of dyestuffs. Kuhlmann, Saint-Denis and Saint-Clair undertake similarly to domand of the above-mentioned employees, for the above-mentioned period, a pledge of secreey on all questions of a confidential nature of thich they might grined knowledge during their employment in these firms.

Kublman, Saint-Clair and Saint-Denis shall see to it that the firms Etablissements Steiner, Vernen, Habboux, and Camell, Lyon, Société des Hatières Colorantes de Croix-Masquehal (Burel), Roubaix and Rieme-Ertvalde, demand a similar plodge of their employees engaged in correctal and technical work who are in possession of important knowledge in the province of dyestuffs.

Prancolor shall demand of its employees a plodge similar to that indicated in the first paragraph of this article.

Article D .- Mon-competitive clause for the I.G.

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(page 14 of original)

in any Franch enterprise engaged in the samufacture of the same products. Horover, the I.G. undertakes to deliver in France, her colonis and protectorates, in principle only those products in the province of dyestuffs which are not manufactured by Francelor

TRANSLATION OF DOCUMENT NO.WI-6045

(page 14 of original, cont'd)

or which are manufactured by Francolor in quantities insufficient for the needs of Franco, her colonies and protectorates.

Article 14. - Non-competitive clause for I.G. employees

I.G. undertakes, vis-a-vis the French Group and Francolor, to demand from its technicians who are in possession of important information in the province of dyestuffs, a pledge that they will not accept any post in a rival enterprise in France, her colonis or protectorates, during the period of their appleament, and similarly for three years after leaving the service of I.G., nor perticipate, whether directly or indirectly, in a rival enterprise in France, her colonies and protectorates, nor to assist in any manner whatsoever, by advice or by actions, such a rival enterprise. "Pival enterprise in France, her colonies and protectorates" shall be taken to mean - excluding Francolor - any firm engaged in the manufacture and sale of products in the province of dyestuffs. Haturally the same shall apply for the connected applayers of I.G. who have specialized information on the French dyestuffs market. Those French enterprises or I.G. branches in France which are properly authorized by I.G. to sell its products in the province of dyestuffs are not to be considered as rival enterprises in the meening of the proceeding provisions.

(page 15 of original)

The I.G. undertakes percever, to demand of its employees who fell within the above provisions a pledge of secrecy for the period indicated above, on matters of a confidential nature to thich they might have had access during their caployment with I.G.

Article 15. - Volume of production and sales by Proncolor.

The two parties consider that when normal conditions return, the sale of products manufactured in the Prencolor factories will present no difficulties and that altogether there should be no question of limiting production.

In so far as the province of dyestuffs in particular is concerned, the volume of the production and sale of dyestuffs by Francolor (not including indigo and sulphur-black) is estimated in normal political and economical conditions at about 7,000 tens per year. This quantity should preferably be absorbed by France, her colonies and protectorates.

It is novertheless agreed that Francoler shall continue to export dyestuffs and dying and finishing auxiliaries in Belgium, Spain and Portugal in proportions corresponding to those thich existed between the Franch Group and I.G. during the past years. As far as other countries are concerned, the export of dyestuffs and of dying and finishing auxiliaries by Francoler may take place only after a mutual agreement has been reached between the parties of this contract. The export by Francoler of intermediate products shall not take place.

TRANSLATION OF DOCUMENT NO.NI-6845 CONTINUED

(page 16 of original).

If in consequence of market fluctuations, the activity of the consumer industries should be diminished, and the total of about 7,000 tens of dyestuffs (not including indige and sulphur black) could not be disposed of in the countries in which they were expected to be sold for Francolor, the I.G. shall take from Francolor sufficient dyestuffs to make up this amount. The products and quantities to be delivered, as well as the prices, which should be suitable to Francolor and I.G., shall be fixed by mutual agreement between these two firms; indige and sulphur-black to be excluded.

Article 16. - Technical assistance of I.G. in the province of dyestuffs,

The parties are in agreement that Francolor's production in the province of dyestuffs be organized as far as possible in accordance with economic and profitable business principles. To this end, I.G. is to place its general experience in the province of dyestuffs concerning the organization of plants and the intensification of production at the disposal of Francolor, and at the same time to provide technical assistance for the development of particular processes. The provision of this technical assistance is unde gratuitously in principle in so far as inventions, experimental data, processes, plans of installation and apparatus, etc... are concerned, which have not been patented in France. If it should happen that the technical assistance of I.G. cannot be given to Francolor other than by means of a license on French patents belonging to I.G., the latter is prepared to code to Francolor a license on the patents in question. Francolor shall pay I.G. for the use of these patents a reduced fee the amount of the shall be fixed by Francolor and I.G. for each individual case, and shall not exceed the lift the fee generally payable for these licenses.

(page 17 of original)

I.G.'s obligations as haid down the preceding paragraph shall not apply, where they are contrary to the pledges ande by I.G. with a third party, until the date on which this contract becomes effective.

If one of the patents, the license of which has been coded in accordance with the first paragraph of this article, be infringed upon by a third party, Francoler and I.G. shall collaborate in the prosecution of the infringing party. Francoler shall bear the costs of any proceedings which my be taken. If no agree with is inde with Francoler, I.G. shall not be bound to institute proceedings against the offender by means of a law-suit.

Francolor undertakes vis-e-vis I.G. to preserve secreey on all chemical and technical information proceeding from I.G. and to impose an obligation to secreey on all this information on their unplayees in their contracts of amployment.

Article 17. - Use of experimental data and patents of Prancolor.

I.G. is entitled to make gratuitous use of those inventions, experimental data, processes, plans of installations and apparatus etc... of the Francoler which are not covered by patents, in so far as they fall within the prevince of dyestuffs. Then these inventions, experimental data, processes, plans of installations and apparatus etc... of the Francoler which fall within the province of dyestuffs are protected by patents, the I.G. shall have an exclusive license on

- 11 -

TRANSLATION OF DOCUMENT NO.NI-6845 CONTINUED

(page 17 of original, conttd)

the German patents for its plants in Greater Germany. For the utilization of these patents, I.G. shall pay Francolor

(page 18 of original)

a reduced free-of which the amount shall be fixed by Francolor and I.G. for each individual case and should not exceed half the fee generally due for such licenses.

The I.G. shall moreover have the right to utilize the patents which the Francolor may own outside France and Greater Germany in the province of dyestuffs; this may take place either through the expert of products manufactured in Greater Germany, or by means of any other type of exploitation on the part of I.G., This right of exploitation shall be equally exclusive, but it shall not exclude Francolor in so far as the latter experts products in the dyestuffs province in the markets provided for in conformity with Article 15. In every case where the I.G. exploits a Francolor patent outside France and Greater Germany, it shall pay Francolor an appropriate fee.

In so far as the Francelor patents in the province of dyestuffs taken out outside France and the ter Germany are not exploited by I.G., Francelor shall not dispose of these patents in any farmat-all except with the agreement of I.G. in each individual case. If such an agreement cannot be reached between Francelor and I.G., Francelor shall not be entitled to exploit the patent in question, and I.G. shall pay Francelor an approxpiate indomnity in the cases where despite existing possibilities for exploitation, the patent has not been rade use of abread (outside France and Greater Germany) by I.G.

Furthermore, I.G. is chtitled to make gratuiteus use of the inventions, experimental data, processes, plans of installations

(page 19 of original)

apparatus etc... of Francolor not covered by patents, in so far as they do not fall within the province of dyestuffs. There the inventions, experimental data, processes, plans of installations, apparatus etc... of Francolor outside the province of greatuffs are protected by patents, Francolor shall grant the I.C. on option on the exclusive licenses on German patents. I.G. shall pay Francolor for the use of these patents an appropriate for which shall be settled by Francolor and I.G. for each individual case.

Article 10. - Hanufacture and sele of products in the province of miscollaneous products.

In so far as Kuhlmann, Saint-Donis and Saint-Clair transfer to Francolor the Lunus acture of miscellaneous products now taking place in the plants of d'Oissel, Villers St. Paul, St. Clair du Rhone and St.Donis, Francolor shall have the possession of continue this manufacture in its plants.

All the resulfacturing processes for products in the province of miscellaneous products shall be the sole property of Francolor. At the same time, Francolor shall receive, on the day of its formation, the

TRANSLATION OF DOOUGHT NO.NI-6845

(page 19 of or ginal, conttd)

exclusive license on the patents in emistence at the date of this agreement, in so far as the manufacture, utilization and sale of the above-mentioned products are concerned. At the same time, Francolor shall be entitled to demand, when so inclined, the regular surrender of the said patents, it being understood that the said surrender of licenses and patents forms part of the contribution in accordance with the statutes. The annual fee for the said patents shall be charged to Francolor,

In so far as the manufacture; development and sale of the abovenamed products are concerned, the parties have agreed the following:

(page 20 of original)

1) The companies of the French Group reserve the right to menufacture themselves the products, menufacture of which has been transferred to Frencelor.

The products manufactured by Francolor shall be sold by the Compenies of the Franch Group unless they have reserved for themselves at the time of the fermation of Francolor, the manufacture of the products in their cum plants.

If in the future the Companies of the French Group would like to undertake the manufacture of one or more of these products, they should notify Franceler at once. They shall them relinquish the right to sell the corresponding products manufactured by Franceler, but shall reserve the right to sell these products of their our manufacture.

In this case, the parties shall make every effort to find formulas calculated to limit rivalry between them on French territory.

If, in conformity with the above-mentioned stipulations, the Companies of the French Group should manufacture in the future products, the manufacture of thich has been transferred to Francoler, Francoler shall not enforce any right vis-a-vis the Companies of the French Group concerning either the exclusive license which has been coded to it, or the patents which it has acquired in consequence, it being understood that these patents should be used for the manufacture, sale or utilization of respective products by the Companies of the French Group.

2) All new products or processes discovered in the Francolor laboratories shall become the property of Francolor.

(page 21 of original)

The Companies of the French Group conserve intact their right to carry out research work. Should this research work lead to the development of new products or processes, the Companies of the French Group shall be entirely at liberty to exploit these products and processes in their factories, except in those cases in which there is a special agreement between these Companies and Francolor.

- 3. The contracting parties ... we established the following with immediate effect:
 - a) Contrary to the provision made in Paragraph I of this Article, the Companies of the French Group shall sell the formaldehyde preduced by Francolor, while retaining the right to produce it.
 - b) As far as those intermediates, which, although they can be used in the field of dyestuffs, can be used for other purposes, are concerned, the Companies of the French Group shall refrain from supplying them for resale, or, should the case arise, to consumers who may use them for purposes which again fall within the field of dyestuffs.

The same applies to dyeing and finishing auxiliaries in so far as these products can be utilized for other purposes.

c) As far as those products of Francolor which are used for pharmaceutical, medicinal veterinary and bacteriological purposes, for the production of antiseptics, for purposes of histology etc., are concerned

(page 22 of original)

the Companies of the French Group are agreed that Francolor shall sell these products in so far as they belong to the field of dyestuffs.

Article 19: Production, Del 7 and Sale of Natural Inorganic Chemical Products.

In so far as Kuhlmann, Smint-Denis and Saint-Clair give to Francolor information on the production processes for natural inorganic
chemical products now being produced in the l'Oissel, Viller-St. Paul,
St. Clair du Rhone and St. Denis factories, Francolor shall have the
right to continue production of these products in its factories and
to develop them to the extent demanded by the requirements of francolor.
Quantities in excess of the requirements of Francolor shall be sold
through that Company of the French Group which gave to Francolor the
information on the manufacture of the product concerned, in accordance
with conditions to be established in each individual case by the Companies of the French Group and Francolor.

For the rest, Francolor shall refrain from undertaking the production of natural inorganic chemical products except in cases as

48

(page 22 of original, cont'd)

provided for in Paragraphs 6 and 7 of the present article.

In so far as it manufactures the products and is in the position to supply them, Kuhlmann undertakes to supply Francolor with the natural inorganic chemical products which it requires, and Francolor undertakes to buy these products from this Company, except in those cases outlined in Paragraph I of the present article.

Euhlmann undertakes, at the time of the renewal of agreements on natural products which may be of interest to Francolor, to retain its right to fix the prices applicable to such supplies.

(page 23 of original)

The prices fixed by Kuhlmann for these supplies shall be moderate. In no case shall the prices exceed those at which Kuhlmann furnishes similar quantities of goods of a similar quality to other consumers in France.

Should Francolor consider. however, that certain prices are excessively high, by comparison to those of third-party producers willing to guarantee at these prices the whole or a considerable proportion of Francolor's requirements, or by comparison with cost prices which, according to its calculations, would cover production in its own factories, and if, after discussion, Francolor is unable to reach an agreement with its supplier on new prices, it shall be entitled to buy from third parties or to undertake itself the production of the said products in so far as this is necessary for the fulfilment of francolor's needs.

The contracting parties are agreed that it shall not be possible to prevent Francolor from manufacturing and selling natural inorganic chemical products, in so far as they are obtained as by-products of processes used in the production of organic chemical products.

In this field, the contracting parties and Francolor shall at all times make every effort to discover formulas the nature of which shall confine competition within France to the parties themselves.

This article shall apply and shall continue to apply to the Manufactures des Glaces et Produits Chimiques de ST. GOBAIN CHALT ET CIFEY, Paris, as one-time supplier of the French Companies forming Francolor, in proportion as it contributed to the supply of these Companies previously, provided that this Company shall refrain, for the entire period during which deliveries are being made, from all activity, direct or indirect, in the field of dyestuffs,

(page 24 of original)

except in the cases of hydrosul, ite, thio-urea and their derivatives.

TRANSLATION OF DOCUMENT No. NI-6845 CONTINUED

(page 24 of original, cont'd)

Article 20: Future Developments.

Apart from the collaboration contemplated in the preceding paragraphs in the field of dyestuffs and various products the parties envisage a collaboration as far as concerns the manufacture of organic chemical products resulting from the technical progress effected either by Francolor or by I.G., to date from the definitive constitution of the Francolor.

In cases where the technical progress is effected by Francolor, the Board of Management of Francolor shall decide by a majority of two-thirds whether the manufacture of such product should be installed in a factory belonging to Francolor.

In cases where the technical progress has been effected by I.G. or where I.G. intends to undertake the manufacture of such product with Francolor or with one of the companies of the French Group, the parties will together examine the best possible conditions in which this manufacture could be installed, either in the factories belonging to Francolor or in one of the factories belonging to the companies of the French Group. In such case also the Board of Management of Francolor shall decide by a majority of two-thirds whether the manufacture of such product should be a talled in a factory belonging to Francolor.

In cases where the laboratories belonging to the companies of the French Group invent new processes or products by the use of raw materials manufactured in large quantities by Francolor, the companies of the French Group shall come to an arrangement with the latter in orier to determine

(page 25 of original)

the place where these products shall be manufactured and eventually the conditions under which the Francolor will supply to them the necessary raw materials.

In this case also, the Board of Management of Francolor shall decide by a anjority of two-thirds whether the manufacture of such product shall be installed in a factory belonging to Francolor and, if so, under what conditions.

The parties and Francolor shall persistently endeavour in this desain to discover formulas which shall be of a nature to limit competition between them in French territory.

TRANSLATION OF DOCUMENT No. NI-6345

(page 25 of original, cont'd)

SECTION IV

Fiscal Questions

Article 21.

The French Government shall accord to the Francolor the benefit of the fiscal arrangements indicated below, in particular:

1. The registration of the contributions forming the original capital of the company shall be effected free of cost.

In case of subsequent increase of capital, the proportion of dues in force at the time of the increase shall be charged.

- The transfer of the immovable contributions made to the Francolor at the time of its constitution shall be exempt from transfer tax and shall only be subjected to the tax of formality established by the law of 27 July 1900.
- The transfers of shares of I.G. and of Francolor provided for above shall not give rise to payment of transfer tax.

(page 26 of original)

- 4. The dividends on the 12,750 shares of I.G. exchanged against the shares of Francolor shall as stipulated above be subject in France to the same taxation as the dividends of French companies.
- 5. By virtue of this agreement, particularly by reason of its participation in Francolor, the I.G. cannot be subjected to any taxes and duties whatever in France. In particular, the dividends, interest and other benefits paid in France by Francolor to I.G. are not subject to any tax and particularly not to income tax on movable securities.
- 6. And in a general manner all other fiscal arrangements, the effect of which is to disancumber the Sociaté Francolor and the participating companies of all charges which they would not have had to pay if the Sociaté Francolor had not been constituted.
- I.G., on its part, guarantees that the companies of the French Group shall enjoy in Germany the same fiscal benefits by reason of their participation in I.G.

According to information supplied, the French Government has the intention, by special measures, of granting the above-mentioned fiscal exemptions, in particular those necessary in order not to make those French companies and their shareholders liable for charges which they would not have had to bear if they had not been invited by the French Government to accopt German participations in their undertakings.

SECTION V

Sundry Clauses

Article 22. - Stoppage of various factories.

- The factories of Hebboux & Canell at Lyons and of the Societe

(page 27 of original)

des Matières Colorantes of Croix-Wesquehal (Burel) Roubaix and Rheims-Ertvelde, belonging to the companies of the French Group, will be purely and simply stopped, so far as concerns manufactures in the field of dyestuffs. The Steiner and Vernon factories shall cease the manufactum of products in the field of dyestuffs, all the charges for these measures being borne, after previous agreement, by the Francolor.

The indemnities payable to dismissed staff shall be fixed in accordance with French laws and in conformity with the collective agreements in force and with the practice of the different companies concerned. The costs of this shall be borne by Francolor.

Article 23. - Personnel of the Francolor. Pensions.

In principle, the personnel of the head offices, branches and factories brought to Francolor will pass into its service.

However, if dismissals are recognized as necessary, the length of the notices and compensations for dismissal will be fixed in accordance with French law and in accordance with the existing working contracts and collective agreements and with the usages of the companies of the French Group. These indemnities will be borne by the Francolor.

The pensions of employees and workers who were attached to branches connected with the field of dyastuffs in the three companies of the French Group, who are actually retired or who will be placed on retirement at the time of the constitution of the Francolor or who will retire subsequently will likewise be to the charge of the Francolor.

It is stipulated that for the duration of Francolor only French personnel shall be employed by Francolor,

(page 28 of original)

save for exceptions which shall be submitted to the decision of the President.

Article 24. - Stoppage of munufacture by Kuhlmann of Intermediate Products.

In so far as after the constitution of the Francolor Kuhlmann retains those manufactures having reference to characteristic products in the field of dyestuffs (for example: B-Naphtol, Benzidine), Kuhlmann

TRANSLATION OF DOCUMENT No. NI-6845 CONTINUED

(page 28 of original, cont'd)

undertakes to carry on these manufactures exclusively with the object of covering the requirements of the factories of Francolor, but to stop them at any moment on the request of Francolor, after having been given notice of at least one year.

Article 25. - Right of Inspection by francolor.

Francolor shall at any time be accorded facilities, in case of legitimate need, of examining documents of former proprietors of contributed factories relative to production and sale which may not have been transmitted to Francolor.

Article 26. - Extension of the Agreement to branches and other parties concerned.

The parties guarantee, each for its part, the observance and execution by Francolor, by its branches and by other parties who may be concerned, of all obligations deriving from the present agreement, the branches and the other parties concerned enjoying conversely the benefits and advantages conferred by the said agreement.

(page 29 of original)

SECTION VI

Entry into force and duration.

Article 27. - Entry into force of the agreement.

The entry into force of the present agreement is subject:

- To its ratification by the General Meetings of Shareholders of the Companies of the French Group, in conformity with the law. The contracting parties will make every effort to see that the agreement is ratified in the shortest time possible.
- 2.) To the approbation of the French and German Governments -- this applies both to the present agreement and to the statutes of the Societe Francolor -- and to the recognition by legislative measures of the legality of the clauses of the said agreement and the said statutes, in so far as they are contrary to French Legislation, present or to come.

Article 28. - Duration of the Agreement.

The duration of the present agreement will be that of Francolor.

TRANSLATION OF DOCULENT No. WI-6845 CONTINUED

(page 29 of original, cont'd)

Article 29. - Modifications.

The dispositions of the present Agreement can always be modified by agreement between all the parties and the Societé Francolor.

(page 30 of criginal)

PARIS, 18 November 1941.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Signed: G. von Schnitzler

F. ter Meer

Cie Nationale de Matières Colorantes et Manufactures de Produits Chimiques du Nord réunies -Etablissements KUHLMANN

Signed: R.P. Duchemin

Stà Anonyme de Matières Colorantes et Produits Chimiques de SAINT-DENIS

Signed: C. Thesmar

Cie Française de Produits Chimiques et Matières Colorantes de SAINT-CLAIR-DU-RHONE

Signed: J. Frossard

CERTIFICATE OF TRANSLATION

-.-.-.-.-.-

29 September 1947

We, PATRICIA E. C. WCD, ETC No. 20139, and Beryl C. BESWICK, No. D 427459, and Anne MARTIN, No. 20144, hereby certify that we are duly appointed translators for the French and English languages and that the above is a true and correct translation of the document No. NI-6845.

Beryl C. BESWICK, Pp.1-10,21-23, No. D 427459 Anne HARTIN, Pp.24-End, No. 20144

Patricia E. C. WCD, Pp.11-20, ECC No. 20139

TRANSLATION OF DOCUMENT No.NI-6845 CONTINUED

(page 31 of original)

Minutes of the German-French meeting held in Paris on 18 November 1941

Prosent:

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from the French dyestuff industry:

Duchomin Frossard Thesmar de Kap-Herr Sicot Crichton

from the I.G. Farbonindustric Aktiongosellschaft:

v. Schnitzlor tor Heer Weibel Kugler Kuepper Yonk Eckert

also Kranor

At today's meeting the statutes and the agreement relating to the founding of Francolor were signed. In connection with the signing of these documents the following agreements and explanations were also discussed: I. Statutes.

Ro Articlo 8, paragraph 2:_

. 1 January 1942 has been fixed as the date on which rights and obligations arising out of the investment will be transferred to the new company and on which the plant will operate for account of the new company.

Ro Articlo 8, (4) paragraph 2:

Notwithstending the fact that according to the regulations laid down in the statutes, all contracts concerned will be transferred to the Francolor; it is agreed that this does not refer to certain personnel contracts, in regard to which it has been verbally agreed that there can be no question of a transfer.

(page 32 of original)

Ro Article 8, (7): _

The following is laid down concerning the taking over the outside stocks of finished products:

TRANSLATION OF DOCUMENT NO.NI-6845

(page 32 of original, cont'd)

- The stocks in France and other European countries, which can be freely disposed of and for which the proceeds of the sales are transferable to France, will be taken ever by Francolor at the time of starting their operation.
- Stocks in countries in which there are restrictions as to their disposal or as to the proceeds from sales from these stocks will in fact be taken over by Francolor, but will only be credited to the firm transferring these from the date, when the stocks are actually made available.
- 3) Stocks in countries in which it is impossible at present to dispose of these stocks or of the proceeds from sales, i.e. especially stocks in Great Britain and the Empire, Dutch East Indies as well as Syria, will for the time being be accounted for in the books of the three investing companies. These stocks will be transferred at a later date to the extent that the stocks are then available.

2 and 3 apply likewise to goods en route.

II. Agroament.

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Ro Iton I, Definitions.

It is agreed that leather finishes, NC-dyes and relled compounds will be treated as dyestuffs (Matieres colorantes") in so far as they contain only inorganic pigments.

Organic products, which are used to produce fluorescent effects are regarded as coming under the "field of dyestuffs".

(page 33 of original)

Ro Articlo 3 - Fayment of Francolor shares by I.G. Inalienability of I.G. Shares

The conditions quoted in article 52 of the statutes and other legal formalities in connection with the founding of the Francolor are to be speeded up so that Francolor can start operating on 1 January 1942. This date has at the same time been fixed as the day on which the investments to the Francolor will have to be made.

Accordingly, the I.G. will hand over the I.G. shares with coupons as of 1 January 1942 in exchange for Francolor shares. Furthermore, I.G. shares are to be delivered as soon as Francolor has been founded and has started operations; that is, in consecutive lots against a contificate for 408 millions Francolor shares nominal value.

Ro Article 4 - Norking Capital.

The amount which must be available to the Francolor immediately upon taking over the business, to enable it to start current production, has been fixed at 50 millions French francs.

The value of the raw materials and squi-finished products as well as the finished products at home and abroad, the latter with the re-

TRANSLATION OF DOCUMENT NO.NI-6845

(page 33 of original, cont'd)

striction mentioned under article 8, (7) of the statutes, is estimated by the French group, without obligation, at approx. 250 millions French francs.

On account of its financial obligations arising out of the transfer of the stocks and in order to make available the 50 millions French frames for current operations, the I.G. will arrange that on 2 January 1942 the Francolor will be paid 125 millions French frames as a credit.

Interest of 6% per annum shall be paid on the purchase price of the stocks until such time as they have been paid for, interest to commonce on the day on which the Francolor is founded and starts operations; this in conformity with the points mentioned under I, article 8 (7).

(page 34 of original)

Ro-Articlo 8 - Tochnical and Commorcial Committee (Comités tochnique ot commorcial).

a) Technical Committee.

The following members were appointed:

by the I.G.

Work (Chairman)

Rooll Hoyer

by Francolor

Louis Frossard

(the other two members will still be

appointed).

b) Commorcial Cormittee.

The following members were appointed:

by Francolor

Francois Moroau

Vignon
a further delegate to be appointed
from time to time by Francolor

by I.G.

Kuglor (chainen)

Eckort Kramor Pabst.

Ro- Articlo 15 - Volume of production and sales of Francolor.

It is agreed that there will be no export to European countries other than these mentioned in paragraph 3 - Belgium, Spain, Portugal.

If at a later date an agreement should be arrived at as to experts by Francolor's cales shall as a matter of principle be made through

TRANSLITTICH OF DOCUMENT NO.NI-6845 CONTINUED

(page 34 of original, conttd)

the same sales organization as I.G. uses in the country concerned, in order to prevent market interferences.

Re_Article_19 - Production, delivery and sales of "produits chimiques minoraux" par. 1

Regarding the sale of those quantities of "produits chimiques mineraux" which exceed Francelor's own requirements and which are to be sold by the firms of the French group, that portion of the minutes of 21/24 July 1941, which supplements article 18 of the agreement under b), is to be applicable.

(page 35 of original)

III. Miscellancous questions

a) Steiner, Vernon.

Negotiations with Steiner, Vermon will be opened forthwith in accordance with article 11 or 22 of the Agreement. Dr. Frossard will be authorized to conclude the negotiations in the best possible way.

b) Notice in the Press.

The French Group and I.G. will, immediately upon the signing of these minutes, each issue a notice to the press, the text of which is attached.

Cic Nationale de Hatières Colorantes & Hanufactures de Produits Chimiques du Hord réunies - Ets. Kuhlmann I.G. Farbonindustric

signed R.P. Duchomin

signed: v. Schnitzlor

Sté Anonyme des Matières Colorantes et Produits Chimiques de St. Denis

signed: G. Thesarr

Ci. Frsc do Produits Chimiques et Matières Colorantes de St. Clair-du-Rhone

signed: J. Prossard

CERTIFICATE OF TRANSLATION

29 Soptomber 1947

I, BRIGITE TURK, ETO No.35130, hereby certify that I em a duly appointed translator for the German and English languages and that the above is a true and correct translation of the pages 31 - 35 of the document No.NI-6845.

BRIGITTE TURK, ETO No.35130.

- 24 -"END" TRANSLATION OF DOCUMENT NO. NI - 5886
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

SOCIETE AMONYME

DE HATIERES COLORANTES

ET PRODUITS CHIMIQUES

* FRANCOLOR **

Capital 800,000,000 francs.

HEAD OFFICE

9, Avenue George - V

---- PARIS - VIIIº ---

ARTICLES OF INCORPORATION

0

Filed in the effice of M. THIBIERGE, notary in Paris. Adopted by the Constitutive Assembly on 18 December 1941.

PARIS Printed Charles LAMY 39, rue Censier, 39. TRANSLATION OF DOCUMENT NO. NI - 6896 CONTID.

SOCIETE ANDITME

DE MATIERES COLORANTES ET PRODUITS CHINIQUES "FRANCOLOR"

Capital 800,000,000 francs.

HEAD OFFICE

9, Avenue George - V

--- PARIS - VIII ---

ARTICLES OF INCORPORATION

Filed in the office of it. THIBIERGE, notary in Paris. Adopted by the Constitutive Assembly on 18 December 1941. -

PARIS Printed Charles LAMY 39, rue Consier, 39.

1942.

(page 3 of original)

Société Anonyme de

Matières Colorantes et Produits Chimiques FRANCOLOR

ARTICLES OF INCORPORATION

PART I

FORMATION - DEMONINATION - PURPOSE - HEAD OFFICE - DURATION

Article One.

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A French stock corporation is formed between the owners of the shares created under the present Articles of Incorporation.

Article 2.

The denomination of this Corporation is:

"SOCIETE AMONYME DE MATIERES COLORANTES ET PRODUITS CHIMIQUES FRANCOLOR".

Article 3.

The purpose of this Corporation is for the manufacture in France of dyestuffs, intermediates, auxiliary dye-products and finishing agents, and different chemical products which are manufactured in the plants now brought into the present Corporation, or the manufacture of which may be subsequently decided upon, as well as of all scientific and technical research, all operations pertaining to industry, commerce, finance, movable and immovable property which may be connected in any way with this manufacture.

Article 4.

The head office of the company shall be situated in PARIS, Avenue George V, No. 9, 8° arr. It may be transferred to any other place in the same city by a decision of the Conseil d' Administration *) and to any other location in France by a decision of an extraordinary general meeting of stockholders.

Article 5.

The company shall be formed for a period of 99 years dating from its organization unless such period be extended or the company be wound up before the appointed date.

^{*)} Conseil d'Administration - supervisory board.

TRANSLATION OF DOCUMENT NO. FI-6895 CONT'D.

PART II

CAPITAL STOCK - - PROPERTY CONTRIBUTED - SHARES

Article 6.

The capital stock shall be fixed at 800 million francs and shall be divided into 80,000 shares of ten thousand francs each, which shares must be registered.

The number of shareholders in the company may be less than the minimum permitted by law.

(page 4 of original)

Article 7.

A. - Le Compagnie Nationale des Matieres Colorantes et Manufactures de Produits Chimiques du Mord reunies - Etablissements KUMINAMN, which have their head office in Paris, 11, rue de la Baume, and are represented in the present Articles of Incorporation by their president, M.R.P. DUCHEMIN, specifically delegated for this purpose by the Conseil d'Administration of such company in accordance with a resolution dated 12 July, 1941, a certified true extract of the minutes of which is attached wherete, sell to this Corporation:

The factory of Villers-Saint-Paul and its outbuildings.

A factory called Villers-Saint Paul, situated in the territory of Villers-Saint Paul and Ricux (Oise), with the exception of sundry buildings belonging to the Societe Vapour et Electricite, to the Societe Acetosynthese, to the state, to the Societe Nord-Lumierc and to the Societe Generale d'Entreprise, all of which is described in Appendix No. 1 and is to be found in the plan attached thereto:

A workers' settlement called Frembley and a dwelling house situated on the territories of Verneuil and Creil (Oise) shown in the plan forming Appendix No. II.

A workers' garden city on the Grande Famille, situated on the territory of Hogent-sur-Oise (Oise) shown on the same plan.

A piece of land and 2 inhus cal promises in Magent-sur-Oise, described in Appendix No. I.

33 buildings for residential use with gardens and grounds situated on the territory of Croil, Pagent, Vernouil, Pieux and Villers-Saint Paul (Oise) let by the Etablissement NUMMANN to the personnel of the above-mentioned factory, described in appendix III. A school situated in Croil, a suburb of Senlis, shown in the

same Appendix.

The right to lease 20 residential buildings at Creil, Negentsur-Oise and Villers-Saint-Paul, shown in Appendix No. IV, rented by
the Etablissements KUHLMANN and sublet to the personnel of the factory.

Factory in Oissol and Outbuildings.

A factory called Oissel, situated on the territory of Oissel and Saint Etienne-du-Rouvray (Seine Inferieure), described in Appendix No. V and shown on the plan attached thereto.

The right to lease a plant for the manufacture of chemical products in good working order, together with its outbuildings,

TRANSLATION OF DOCUMENT FO.NI - 6895 CONT'D.

leased by the French state to the Etablissements KUHIMANN, in accordance with a lease dated 29 July 1938, described in Appendix No. V and shown in the plan attached thereto.

19 residential buildings with gardens in Rouen, Oissel,
Setteville, Saint-Etienne-du-Rouvray, shown in Appendix No. VI.
The right to lease a house at Setteville described in Appendix No. VII.

Hiscollancous Property.

Hiscollanceus proporties in Teuleuse, Possac (Gironde), Floirac (Girondo), Suresnes (Soine), Tourcoing (Mord) and Brussels, described in Appendix No. VIII.

(page 5 of original)

Industrial and Business Enterprises.

The following industriel and business enterprises belonging to the solling company:

Hatorial.

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Enterial used in the operation of the factories and premises sold, and, furthermore, all material not located in the factories which are sold but assigned to the administrative, technical and connercial services whose task is to ensure the manufacture of the products made in the factories sold and also the sale of the products offected by the present company, it being understood that the material shall include machinery, fixtures, and the office furniture without any exceptions or reserves other than those stated in Appendices I and V.

Records.

Records of all kinds portaining to business, technical processes or accountancy and which are came, of with the production or the sale of the products manufactured in the plants sold and belonging to the dyestuff field.

Incorporcal Elements in the Dyestuff Field.

The exclusive emership of the manufacturing processes of products in the dyestuff field, including dyestuffs, intermediates, entitiony dye-products and refining agents, as defined in the appended Agreement, together with the clientele and spedwill connected with the sale of such products, the selling company undertaking to avoid all industrial and connected activity in this field in accordance with the present Agreement.

The exclusive license for the patents listed in Appendix No.IX and the promise to transfer to Francolor the ownership of such patents,

The right to utilize the trademarks enumerated in Appendix X, which right shall be exclusive for those listed in Appendix X bis, and also the promise to transfer to Francelor, if the latter so desire, the ownership of such trademarks as are mentioned in Appendix X bis.

TRANSLATION OF DOCUMENT NO. NI - 6896 CONT'D.

Participations.

All participations of whatever nature, (shares, participations in profits, etc.) whether direct or indirect, in all commercial organizations either in Frence or abroad, whose purpose is the sale of products in the dyestuff field.

Incorporcal Elements in the Field of Miscellaneous Products.

The ownership of manufacturing processes relating to miscellaneous chanical products which do not belong to the dyestuff field, but which are nanufactured at the present time in the factories sold, the selling company reserving the right to manufacture such products in other factories and to sell them in accordance with the terms of the abovemontioned Agreement.

The exclusive license for the petents listed in Appendix Ho. IX, and the promise to transfer to Francolor the ownership of such patents, should it so desire, the selling company novertheless reserving to itself the right to utilize

(page 6 of original)

these patents in the event that it should take up the manufacture of such products egain as provided above.

B. - La Societe Anonyne des Natieres Colorantes et Produits Chiniques de SAINT-DEMIS, which has its head-office in PARIS, 69, Ruc de Mirosnesmil, and which is represented in the present Articles of Incorporation by its president, M.G. THESLAR, specially delegated for this purpose by the Conseil d'Administration of the company in accordance with a resolution dated 24 September 1941, a certified true copy of the minutes of which is attached hereto, sells to this Corporation the following:

Factories and Properties in Saint Dea s.

A factory called the Usine Postrier, situated in Smint-Denis, Scine, 39, Rue des Poissonniers, described in Appendia No. XI and shown on a plan attached thereto.

Industrial premises in Saint-Denis, 24 and 28, Rue des Poissoniers,

described in the same Appendix.

A factory called the Usine d'Alsace, situated in Spint-Donis,

84, Ruc des Poissonniers, described in the same Appendix. A factory called the Usine A.C., situated in Saint-Denis, 115 and 117, Ruo des Poissonniers, described in the same Appendix, and shown on a plan attached thereto.

A residential property in Smint-Denis, 25 and 27, Rue des Poisson-

niors, described in the same Appendix.

A property in Seint-Denis, 16, Rue Mertin Deleuze and 4, Rue de l'Esperance, described in the same Appendix and shown on a plan attached thereto.

The following industrial and connercial enterprises belonging to the selling company:

Equipment.

Equipment for the operation of the plants and utilization of the property sold, and, furthermore, #11 equipment not situated in the plants which are contributed, but assigned to the administrative, technicel and connercial services whose task is to ensure the manufacture of the products made in the factories sold, and also the sale of the products effected by this company, it being understood that this equipment shall include machinery, fixtures, and the effice furniture, without eny exceptions or reserves.

Records.

Records of all kinds portaining to business, technical processes or accountancy, and which are connected with the production or the sele of the products menufactured in the plants sold and belonging to the dyestuff field.

(page 7 of original)

Incorporcal Elements in the Dyestuff Field.

The exclusive emmership of 'he menufacturing processes of products in the dyostuff field, including dyostuffs, intermediates, auxiliary dyo-products and refining agents, as defined in the appended Agreement, together with the clientele and goodwill connected with the sale of such products, the solling company undertrking to avoid all industrial and commercial activity in this field in accordance with the present Agreement.

The exclusive license for the patents listed in Appendix Me.XII and the promise to transfer to Francolor the ownership of such patents, should it so desire.

The right to utilize the trademarks enumerated in Appendix XIII, which right shall be exclusive for those listed in Appendix XIII bis, and also the promise to transfer to Francolor, if the latter so desire, the ewnership of such trademerks as are mentioned in Appendix XIII bis.

Participations.

All participations of whatever nature, (shares, participations in profits, etc.) whether direct or indirect, in all commercial organisations either in France or abroad, whose purpose is the sale of products in the dyestuff field.

TRANSLATION OF DOCUMENT NO.NI - 6886 CONT'D.

Incorporeal Elements in the Field of Miscellaneous Products.

The ownership of manufacturing processes relating to miscellaneous chemical products which do not belong to the dyestuff field, but which are manufactured at the present time in the factories sold, the selling company reserving the right to manufacture such products in other factories and to sell them in accordance with the terms of the above-mentioned Agreement.

The exclusive license for the patents listed in Appendix NolXII, and the premise to transfer to Francolor the ownership of such patents, should it so desire, the selling company nevertheless reserving to itself the right to utilize these patents in the event that it should take up the namufacture of such products again as provided above.

C. - La Compagnio Franceise de Produits Chimiques et Matieres Colorantes de SAINT-CLAIR-DU-RHONE, which has its head office in PARIS, 113, Boulovard Haussmann, and which is represented in the present Articles of Incorporation by its president M. J.FROSSARD, specially delegated for this purpose by the Conseil d'Administration of the company in accordance with a resolution dated 9 July 1941, a certified true copy of the minutes of which is attached herete, sells to this Corporation the following:

Pactory in Saint-Clair and Outbuildings.

 A factory celled Spint-Clair-du-Rhone, situated in Saint-Clair-du-Rhone (Isere), with the exception of 18 buildings and the equipment contained therein, such buildings and equipment belonging to the French state, all of which is described in Appendix No. XIV and shown on a plan attached thereto.

(page 3 of original)

- 2. 43 houses, villas or housing estates in Saint-Clair-du-Rhone, les Roches de Condrieu, Clones, and Condrieu (Isere), listed in Appendix No. XV and leased to the personnel of the plant.
- The right to lease 12 houses in Srint-Clair-du-Rhone, les Roches de Condrieu, and Condrieu, shown in Appendix No. XVI and subleased to the personnel of the plant.

Industrial and Connercial Enterprises.

The following industrial and convercial enterprises belonging to the selling company:

Equipment.

Equipment for the operation of the plants and utilization of the property sold, and furthermore, all equipment not situated in the plants which are sold but assigned to the administrative, technical and connected services whose task is to ensure the manufacture of the products made in the plants sold, and also the sale of the products before to by this company, it being understood that this equipment shall include machinery, fixtures, and the effice furniture without any exceptions or reserves other than those stated in Appendix No. XIV.

TRANSLATION OF DOCUMENT NO.NI - 6886 CONT'D.

Records.

Records of all kinds pertaining to business, technical processes or accountancy and which are connected with the production or the sale of the products manufactured in the plants sold and belonging to the dyestuff field.

Incorporcel Elements in the Dyestuff Field.

The exclusive ewnership of the nanufacturing processes of products in the dyestuff field, including dyestuffs, intermediates, auxiliary dye-products and refining agents, as defined in the appended Agreement, together with the clientele and goodwill connected with the sale of such products, the selling company undertaking to avoid all industrial and connected activity in this field in accordance with the present Agreement.

The exclusive license for the patents listed in Appendix No.XVII and the premise to transfer to Francolor the ewnership of such patents, should it so desire.

The right to utilize the trademerks enumerated in Appendix No.

XVIII, which right shall be exclusive for those listed in Appendix XVIII

bis, and also the premise to transfer to Francolor, if the latter so de
sire, the exmership of such trademerks as are mentioned in Appendix

No. XVIII bis.

Participations.

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All participations of whatever nature, (shares, participations in profits, etc.) whether direct or indirect, in all connectial organizations either in France or abroad, whose purpose is the sale of products in the dyestuff field.

(page 9 of original)

Incorporcal Elements in the Field of Miscellaneous Products.

The ownership of manufacturing processes relating to miscellaneous chemical products which do not belong to the dyestuff field, but which are manufactured at the present time in the plants sold, the selling company reserving the right to manufacture such products in other factoric and to sell them in accordance with the terms of the above-mentioned Agreement.

The exclusive license for patents listed in Appendix XVII and the promise to transfer to Francolor, the emmership of such patents, should it so desire, the selling company nevertheless reserving to itself the right to utilize these patents, in the event that it should take up the manufacture of such products again as provided above.

D. - The I.G. FARBERINDUSTRIE Aktiengesellschaft, which has its head-office in Frankfurt a/Main, and which is represented in the present Articles by Herron G. von SCHNITZLER and Fr. tor MEER, les etablissements KUHMARM, la Societe Anonyme des Matieres Colorantes et Produits Chimiques de SAINT-DEMIS, and la Compagnic Française de Produits Chimiques et Matieres Colorantes de SAINT-OLAIR-DU-RHOME transfer to this Corporation, jointly and without remuneration, the benefits and encumbrance accruing from the agreement which they concluded in Paris on 18 November 1941, hereinafter referred to as the "Agreement", for the purpose of creating and organizing this Corporation.

ARTICLE 8.

The source of ownership of the property sold shall be established by separate deeds, as soon as possible after the organization of this Corporation.

Effective the first day of the month following such ergenization the Corporation shall enter into possession of all the assets and rights sold hereabove. The profits and losses resulting from such operation shall, from this date, be for its account exclusively.

The above listed sales are made under the usual guarantees and

those provided by law.

Consequently:

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- 1. The selling companies agree that during the lifetime of the Corporation they will engage in no activity in France, its colonies and protectorates, or abroad, either directly or indirectly, with respect to the manufacture or sale of products in the dyestuff field as it is defined in the Agreement, and further, that they will not actively participate in any enterprise which is in any way connected with the manufacture or sale of such products, or in any way promote such enterprise.
- 2. This Corporation shall take over the assets and rights sold as they are at the time of their transfer to it. It shall have no claim whatsoever against the selling companies for faulty construction and dilapidations of property, for joint ownerships, bad condition of soil or subsoil, wear and tear or bad condition of equipment, machinery, and movables, errors as to designation and capacity, whatever the difference, or for any other cause.
- 3. It shall suffer the easements, evident or concealed, continuous or discontinuous, which may encumber the property sold,

(page 10 of original)

with the right, however, to protect itself and to take advantage of easements if any, which are in favor of the property, at its own risk. With reference to this point MI R.P. DUCHTHIN, G. THESLIR and J.FROSSARD, in their capacity as "administratours" (members of the Conseil d' Administration. See footnote p. 3) declare that easements encumbering the property sold, and resulting either from the titles to the property or from agreements concluded between the selling companies and third parties, shall be stated in the deeds provided for above for the establishing of title to such property.

4. Effective the date of entry into possession, it shall discharge or bear all taxes, dues, insurance premiums or contributions, and in general all charges of whatever nature, ordinary or extraordinary, which burden or night burden the property sold, as well as those which are or will be necessary in the course of operation of the industrial enterprises and plants.

Effective the same date it will be obligated to take the place of the selling compenies in contracts concluded with the personnel or with third parties, and relating to the utilization of the property sold. Consequently, it shall succeed to all the rights and obligations resulting from such contracts for the benefit or encumbrance of the selling companies, at its own risk and without any claim against the latter.

CONT'D.

Furthermore, it shall be obligated to abide by all the laws, orders, regulations, decrees and usages, which are relevant to the operation of enterprises such as those to which the property sold belongs, and must take charge of all authorizations which may be necessary, at its own risk.

5. In view of the trade-marks and patents involved in the preceding sale of assets, this Corporation will draw up at the Office National de la Propriete Industrielle (Mational Office of Industrial Property) a declaration as prescribed by the laws of 8 August 1912 and 26 June 1920.

It shall have these presents registered at the Bureaux dos Hypotheques (Mortgage Offices) and shall accomplish such formalities as are required by law, for the redemption of legal mortgages at its own cost, should it deem such action advisable. Should the accomplishment of such formalities or of any one of them reveal the existence of registrations of encumbrances on property which is sold, the selling company is obligated to prove the entry of the satisfaction of such nortgages within the month in which it receives the request forwarded by this Corporation to its head office.

Similarly, in the event that on any establishment sold above there should be registrations of privileges belonging to the vendor, or of pledgees, as well as in the event that creditors who are not registered shall have declared themselves in accordance with the law of 17 March 1909, the selling companies are obligated to prove the concellation of such registrations and the payment of those creditors who have now come forward within ten days after the date of the notification received by them at their head office.

6. Menufacturing processes. - This Corporation shall have the sels and exclusive use, free of charge, of the nanufacturing processes belonging to the three French companies and sold by them, whether they are covered or not by patents or complementary patents, taken out by them prior to its constitution.

tary patents, taken out by the prior to its constitution.

Consequently, they are obligated to hand over to this Corporation as exact and complete a description as possible of the above-mentioned processes, and in general all the technical information which may be necessary.

7. This Corporation will buy back from the three French selling companies the raw materials, auxiliary products, fuel, material for upkeep, initial products, intermediate products, ducts,

(page 11 of original)

manufactured products and packing material which exists on the date of their entry into possession of the factories sold in the warchouses in France, her colonies and protectorates, as well as abroad, or which at that time is in transit. The surrender of the raw material shall be effected at cost price. The surrender of manufactured products shall be effected according to the prime cost during the first six months of the year 1939, with an increase of 13,5%, to which shall be added the expenses incurred for packing, transport and customs. Payment shall be effected within a period to be subsequently agreed upon.

- 11 -

9. Cash or back assets, bills and outstanding debts, resulting from the operation of the establishments sold hereabove prior to the entry into possession of this Corporation are excluded from the property brought in by the three French selling companies.

property brought in by the three French selling companies.

The latter maintain the emership thereof and will provide for recovery of the same. They will pay their liabilities of their awn accord without any intervention on the part of this Corporation.

10. This Corporation shall be obligated throughout its existence to observe and to apply, with respect to itself and vis A vis the contracting parties respectively, all the clauses and conditions of the Agreement which form the subject of their joint sale, as is stated in the preceding Article No. 7.

Romuncration for Sale.

In remuneration for the preceding sales the three French selling companies are awarded 80,000 shares with a value of 10,000 france each and fully subscribed, forming the total of the registered capital, viz:

- To the Comprenie Preserve de Broduits Chimiques et lintières Colorantes de SILT CLAIR-DU-REDUE 9,600 shares

Total 80,000 shares.

Furthermore, this Corporation, on its constitution, shall refund to the Societé Amonyme des Matières Colorantes et Produits Chimiques de SAINT-DENIS, all costs pertaining to the adjudication of the measure situated 9. Avenue George V, including the principal, interest, costs and additional expenses.

Article 9.

The shareholders are responsible for connercial limbilities, only up to an amount not exceeding the value of their stock.

Article 10.

The shares of this Corporation shall always belong to the extent of 51% to the German group of I.G. FARBENINDUSTRIE ARTIEN-GESELLSCHAFT and its subsidiary companies, and to the extent of 49% to the French group, consisting of the Etablissements KUHLMANN, la Societe des Matieres Colorantes

TRANSLATION OF DOCUMENT NO. MI - 6886 CONTID.

(page 12 of original)

et Produits Chimiques de SAINT-DEMIS and la Compagnie Française de Produits Chimiques et Matieres Colorantes de SAINT-CLAIR-DU-RHONE.

In order to establish this proportion, the three companies in the French group pledge themselves jointly and severally to retrocede to I.G. FARBMHIPUSTRIE Actiongesellschaft, immediately on the constitution of this Corporation, the requisite number of shares. Subsequent to this retrocession all transfers of stock may take place only within the same group.

Article 11

The registered capital may be increased in one or more operations, either by the creation of new shares, in the shape of contributions in kind or in cash, or by the transformation into shares of available reserves.

'No increase of capital may result either in the introduction of a new partner into the Corporation or in the modification of the proportion of shares belonging to each of the two gruops respectively.

Article 12.

The amount of stock to be subscribed in cash in the event of an increase of capital swill be paid to the extent of one quarter at the time of the subscription and the remainder in one or more transactions according to the needs of the Corporation as the Conseil d'Administration shall decide. Shareholders shall be informed by registered juttor of the calling up of capital, one month prior to the love fixed for payment.

Failing proposed within the appointed term, the interest shall be due ipse facto at the acts of 6% per annum, without recourse to any surrous or land extlem.

Ar .10' 15.

The first payment shall be acknowledged by a temporary and nominal receipt which shall be exchanged for a permanent certificate of stock.

The share certificates shall be taken from counterfoil books; they shall be numbered and shall been the strop of the Corporation and the signature of the President and of one delegate appointed by him; one of these two signatures may be printed or stamped.

Articlo 36.

The shares of this Corporation may not be transferred except within the French group and between I.G. FARBERHYDUSTRIE and its subsidiary companies, and are subject— to the provisions of the 2nd paragraph of Article 10.

The surrender of shares between the shareholders of the French group or between I.G. FARREFINDUSTRIE and its subsidiary companies can only be effected by a statement of transfer signed by the transferring party or his authorized agent, and entered into a register of the Corporation.

TRANSLATION OF IDCULENT NO. NI - 6886 CONT'D.

The statement of transfer must also be signed by the transferce or by his authorized agent, if shares are involved which are partially subscribed.

Article 15.

Each share shall give the right to a proportional share in the ownership of the registered assets and in the sharing out of the profits according to the terms of the present Articles of Incorporation, It shall be indivisible with respect to the Corporation.

Every shareholder shall adhare tose facto to the present Articles and also to the Agreement and to the decisions of the general meetings.

(page 13 of original)

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ADMINISTRATION OF THE CORPORATION.

Article 15.

The Corporation shall be administered by a "Conseil" composed of eight, ten or twelve members, who shall be nominated half by the German group and half by the French group.

The first "administrateurs" (see footnote p.9) shall be eight in number, viz:

- 1. Herr G. -- TO SCHULTZIER
- 2. Moor Fr. tot CIR
- 3. Herr I. Walten
- 4. Herr 0. 717 05

to man and by the German group;

s. M. J. IROSS TD

6. N. H.-I. MONTHIN

7. H. G. DESPRET

S. M. G. DRIATIAR

nor incted by the French group.

These contrations must be entified by the general constitutive

At least helf of the "administrateurs" must be of French nationality, it boing understood that the French group can nominate only "administrateurs" who are of French nationality.

Article 17.

The term of office of an "administrateur" shall be for six

The first Conseil d'Administration shall be renewed at an ordinary General Meeting called to study the accounts of the bompany's fifth financial year.

CONTID.

Subsequent to this date the Conseil shall be renewed in its entirety at the end of every 5 years reckened from one meeting to the next.

The "administratours" can always be reclected.

Each group shall have chosen the "administrateurs" representing it and shall have notified the other group of its choice eight days at least before the General Meeting, on the date of which the powers of the retiring "administrateurs" expire.

In the event that within the allotted period, as stated above, a group does not appoint "administrateurs" to represent it, or in the event of disagreement between the members of such group, appointment shall be made by the other group.

The General Meeting shall record the appointments made under

the preceding conditions.

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An ordinary General Meeting can at any time by a majority of two thirds, decide the termination of the mandate of any "administratour".

Article 18.

In the event that during the interval between two renewals of the Conseil d'Administration, an "administrateur" for some reason, comes to withdraw therefrom, the group of shareholders to which he belonged is under the obligation to see to his replacement within a maximum

(page 14 of original)

period of two months. In the event that no such replacement is made within the allotted term, the other group is entitled to undertake the replacement itself, but the "administrateur" thus appointed must be of the same nationality as the group to which his predecessor belonged. The first General Moeting subsequent thereto shall record the up of months made under the preceding conditions.

The duties of the "low lintrateur" who is appointed to take the place of another shall cause when the Consoil didministration is renowed in its entirety.

Article 19.

The provisions of Article 26 of the law of 24 July 1867, are not applicable to the "administrateurs" of this Corporation, provided that they deposit a guarantee (in capital 50,000 frs.) in government stock.

Article 20.

Amongst its numbers the Consoil shall nominate a President, who shall hold office for the duration of its mandate. The President shall always be of French nationality and his nomination shall take place as the result of a nutual agreement between the two groups.

The President shall be reckened amongst the members of the

Consoil d'Administration appointed by the French group.

43

TRANSLATION OF DOCUMENT NO.NI - 6886 CONT'D.

He may be removed from effice only by decision of an ordinary General Meeting which can take effect only if confirmed by a second ordinary General Meeting to be called within a period of at least one menth and at the most two menths after the first Meeting. Such decisions shall be taken by a majority of the members present or represented.

The removal of the President from office by the General Meeting shell result ipso facto in the cossation of his duties as "administrateur".

The President shall appoint for a period of six years a secretary to the Conseil, 'who must be of French nationality and need not be a number of the Conseil.

Article 21.

The Conseil d'Administration shall meet at the head office when called by the President or by any two members, whenever the interests of the Corporation shall make it necessary.

An "administrateur" can represent several "administrateurs" in his group by virtue of a written power which is not specifically an order.

The decisions of the Conseil shall be admissible only if three at least of the "administratours" belonging to each group are present or represented.

Should this condition not be fulfilled the Conseil d'Administration shall meet again. At this second meeting, its decisions shall be admissible if three "administrateurs" at least are present in person.

Decisions shall be taken by a majority of votes of numbers present or represented, each "administrateur" casting his own personal vote, and, in addition, as many votes as he shall represent numbers.

Should the President be absent, the meetings of the Consoil shall be presided over by an "administrateur" from his group who shall be appointed by the President. Should there have been no such appointment or should the "administrateur" who is appointed not be present, the meeting of the Consoil shall be presided over by a member of the Consoil who shall be nominated by the members present.

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Article 22.

The President of the Conseil d'Administration shall act as General Nanager (Directour General):

Should the President not act as General Manager his office shall be filled by a General Manager of French nationality when he shall appoint in concurrence with the Conseil d'Administration. In the event that the President's duties should cease, those of the General Manager ipse facto also cease.

The numbers of the Conseil d'Administration can be invested with the powers of Managing Directors (Direction) of the Corporation.

The President can confer permanent or temporary powers on any persons of his choice for one or more specific purposes.

Corporation and accomplish or authorize all the actions and operations relevant to its purpose which are not within the competency of the General Meeting.

To wit, it has the following powers which are declarative and not rostrictive;

It shall represent the Corporation vis & vis third parties and all public and private administrations; It shall establish the internal regime of the Corporation;

It shall set up agencies, depots, offices or branches whereever it shall deen necessary, in France or abroad; it shall transfer or abolish then;

(page 15 of original)

It shall appoint and remove from office all agents and amployees of the Corporation; it shall fix their salaries, wages, discounts, bonuses, and proportional participations, as well as all

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other conditions pertaining to their admission to effice and retirement therefrom; it shall organize all relief and welfare funds for the personnel;

It shall accomplish all formalities to make the Corporation subject to the laws of the countries in which it may subsequently operate: it shall appoint all responsible agents;

It shall fix the general expenses of administration, and control supplies of all sorts;

It shall receive those sums which are due to the Corporation and pay those which it owes;

It shall determine the investment of available sums and control the use of reserve funds;

It shall take out or cancel all insurance policies or contracts of whatever nature:

It shall sign, endorse, accept and receipt all bills;

It shall conclude and authorize all agreements, contracts, allocations of contracts, contracts for work, or others, which pertain to the purpose of the Corporation;

It shall request or accept all concessions, send in all tenders, take part in all allocations, supply all guarantees;

It shall authorize all acquisitions, withdrawals, transfors, alienations of funds, assets, moneys due, businesses, patents, or patent licenses, and rights pertaining to novables of whatever nature.

It shall consent to, accort, code or cancel all leases and letting-leases with or without promise of sale;

It shall determine and effect all acquisitions, all exchanges of movables, and rights pertaining thereto, as well as the sale of those which it shall does useless;

It shall undertake all construction, equipment and installation, as well as work of every nature;

It shall open at all banks, and especially at the Benque de France, all current accounts and leans on stock and shall write out all cheques and bills for the running of those accounts;

It shall authorize all credits and advances of funds;

It shall raise all loans through the opening of credit or through other channels. However, loans raised by the issuance of bonds or debentures must be authorized by the General Meeting of the shareholders; It shall express on behalf of the Corporation the latter's joint and several guarantee for the payment of debts contracted by third parties in the form of bonds or otherwise; in case of need it shall give all guarantees on personal and real estate, in particular all mortgages and pledges on property belonging to the Corporation, it shall endorse all bills and guarantee the carrying—out of all agreements made with third parties or of all engagements entered into by them;

It shall found all French or foreign companies, or contribute to their foundation; it shall make all contributions to the companies formed, or to be formed, under the conditions which it shall consider appropriate, provided that such contributions do not entail a restriction of the purpose of this Corporation; it shall subscribe, buy and code all shares, bonds, parts, participations in profits, and rights of every nature; it shall interest the Corporation in all participations and syndicates;

It shall undertake all legal action both as plaintiff and defendant.

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(page 17 of original)

It shall authorize all acreements, private settlements, compromises, assents, waivings of claims, as well as all delegation of powers, rights of priority; and subrogations, with or without guarantee, and all cancellations of registrations, distraints, oppositions, and other hindrances before or after payment;

It shall draw up all returns, inventories and accounts which must be submitted to the General Meeting of shareholders: it shall decide on all suggestions to be brought forward and shall draw up agendas.

The Consoil d'Administration can also form one or more advisory committees of which it shall fix the purpose and composition.

Article 28.

The President is charged with the general management of the Corporation under the control of the Conseil d'Administration. The Conseil shall delegate to him all the necessary powers for the current administration of the Corporation.

In no case may the President undertake the following operations without a special authorization from the Conseil d'Administration:

- Acquisition, nortgaging and sale of premises and immovable property,
- Constructions and installations the value of which in each case exceeds the sum of 1,000,000 francs.

- 21 4 TRANSLAT N OF DOCUMENT NO. NI - 6886 CONTID. in a contract which is planned or already concluded with the Corporation shall be under the obligation to declare the same to the Consoil d'Administration, at the meeting at which the contract in question is discussed for the first time. In the event that the "administrateur" is not present at the meeting or that he should not yet be interested in the aforesaid contract at the time of the necting, he shall be under the obligation to declare his interests at the next meeting which he attends. With respect to the application of the present paragraph to contracts between the Corporation and any other firm or company, it will be considered sufficient for the "administrateur" to make a decilaration stating that he is a number or shareholder of such firm or company. The provisions of the present Article do not apply to the agreements made between the Corporation and the nembers of the French 0 and German groups. Article 31. The "administrateurs" shall not contract, through their administration, any joint or several obligations with respect to the liabilities of the Corporation, They shall be responsible only for the execution of the mandate which they have received .. Article 32. In addition to the special allowances to which they may be entitled under the preceding Article 21, the "administrateurs" shall receive, based on attendance vouchers, an allowance, the amount of which shall be determined by the General Meeting and maintained until further decision on its part. Furthermore, they shall be entitled to such share in the profit balance of the Corporation as is granted than by Article 48 below. The Conseil shall share out amongst its members, in the manner it does appropriate, the benefits listed, both fixed and proportional. PART IV AUDITORS. Article 33. Four auditors shall be created, whose duties shall be those laid down by the law. The auditors shall be appointed half by the German group, half by the French group. One of those appointed by the French group must be sworn in. - 21 -

TRANSLATION OR DOCUMENT NO.111 - 6886 CONTID.

(page 19 of original)

The first auditors shall be:

1. Horrof H. KRAMER

M. FOCKENBERGHE,

appointed by the German group.

3. MM. G. VIELLLARD 4. B. LEDOUX

appointed by the French group.

The term of office of an auditor shall be for three years; consequently, the auditors appointed above shall remain in office until the date of the ordinary General Meeting which shall neet to study the accounts of the third financial year.

Each group shall have chosen the auditors representing it and shall have notified the other group of its choice eight days at least before the General Meeting, on the date of which the powers of the auditors expire.

In the event that within the allotted period a group does not appoint its auditors, appointment shall be made by the -other group.

The General Meeting shall record the appointments made under the proceeding conditions.

Each group can at any time discharge the auditors representing it.

In the event of the death, prevention, refusal, or withdrawd of an auditor, the group which he represented shall undertake his replacement within an interval of two months.

Failing his replacement within the appointed term, the other group shall have the right to proceed thereto.

The General Moeting shall take cognizance of appointments made in the preceding conditions at the first meeting subsequent thereto.

The auditor who is appointed to replace another shall hold office only for the remainder of the period of office of his predecessor.

The auditors shall not be obligated to submit to the General Meeting an account of the agreements, negotiations and contracts concluded between the Corporation and the numbers of the French and German groups, even if the companies in these groups have common "administrateurs".

The auditors can act jointly or separately.

TRANSLATION OF DOCUMENT NI - 6886 CONTID.

PART V.

A. - GENERAL RULES COMMON TO BOTH ORDINARY AND EXTRAORDINARY MESTINGS.

Article 34.

The shareholders shall be called every year to a General Meeting by the Conseil d'Administration, within the first six menths after the termination of the financial year, on the day, and at the hour and head-office of the company which shall be stated in the notice of the meeting.

General Meetings can be called exceptionally, either by the Conseil d'Administration or by the auditors in case of energency. On the other hand, the Conseil d'Administration shall be obligated

(page 20 of original)

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to call a General Meeting whenever a request is made to such effect by one or more shareholders representing one fifth at least of the espital.

The "administrateurs" who are not shareholders, or who have not received a mandate from shareholders, shall have the right to attend General Heetings but shall not be entitled to speak or to vote.

Subject to the provisions of Article 42 as follows, concerning extraordinary neetings which are called in addition to the first, notice of General Meetings shall be sent out, at least 16 days before, by registered letters addressed to shareholders and containing a copy of the agenda.

It shall be legally sufficient for companies to be represented either by one of their managers or by a delegate of their Conseil d'Administration, or by an authorized agent.

The nature of their powers shall be determined by the Conseil d'Administration.

Article 35.

The General Meeting shall be presided over by the President of the Conseil d'Administration, or in his absence by another "administrateur" delogated by the President.

The office of teller shall be held by those two shareholders, who are present and willing, and who represent both in themselves and in their capacity as agents, the greatest number of shares.

The office shall appoint the secretary.

An attendance sheet shall be kept which shall record the names and addresses of the shareholders present or represented, together with the number of shares owned by each. This sheet shall be signed by the shareholders who are present and certified by the office; it shall be filed at the head-office and must always be produced on request.

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TRANSLATION OF DOCUMENT NO.NI-6886 CONT'D.

Article 36.

The agenda shall be drawn up by the Consoil d'Administration, should the latter call the Meeting, or by the auditors if it is they who are responsible therefor.

Only those suggestions shall be listed which stan from the Conseil or the auditors. It shall be compulsory to list suggestions which have been submitted to the Conseil bearing the signature of shareholders who represent a minimum of one fifth of the capital, and which reached the Conseil one month at least before the Meeting if called by the Conseil, or which were appended to a request to call a General Meeting made in pursuance of Article 36, Paragraph 2.

We suggestion may be submitted to the General Meeting if it was not carried on the agenda.

Article 37.

Each nember of the Assembly shall have as many votes as he owns or represents shares, without any restriction.

Article 38.

The debates of the General Meeting shall be recorded by .
ninutes transcribed in a special register and signed by the members of the office, or at least by a majority thereof.

Copies of such minutes to be produced in legal proceedings or elsewhere, shall be signed either by the President of the Conseil or by the "administrateur" delegated by him, as is provided in Article 23, or by two "administrateurs".

(page 21 of original)

On the dissolution of the Corporation and at its liquidation, such copies and extracts shall be signed by two officials assigned to the liquidation or by the one official assigned, as the case may be.

Article 39.

The General Meeting, regularly constituted, shall represent the aggregate of the shareholders. It can be ordinary or extraordinary provided that it fulfil the requisite conditions.

The resolutions of the Meeting, taken according to the law and the present Articles, are binding on all the shareholders, even on those who are absent or who disagree.

B. - ORDINARY GENERAL MEETINGS.

Article 40.

All the shareholders, whatever the number of their shares, shall have the right to take part in the General Meetings or to be represented at them.

TRANSLATION OF DOCUMENT NI - 6886 CONT'D.

Article 41.

In order that its discussions may be carried out as required by law, the ordinary General Meeting must be composed of a number of shareholders representing at least one quarter of the registered capital.

Should this condition not be fulfilled, the General Moeting shall be called again as provided in Article 34. At this second Meeting, the discussions shall be legally sufficient what-ever the number of shares represented, but they may only cover the questions listed in the agenda of the first Meeting.

Article 42.

The resolutions of the ordinary General Moeting shall be taken by a majority of votes of numbers present or represented.

Article 43.

The ordinary General Meeting shall hear the report of the Conscil diddinistration on the affairs of the Corporation; it shall also hear the report of one or more auditors on the financial situation, on the balance sheet and accounts submitted by the Conscil.

It shall discuss, approve and adjust accounts, and establish the dividends to be paid.

It shall recall "administrateurs" in the conditions provided by the present Articles of Incorporation.

It shall decide the allowances due to the Conseil d'Administration according to the attendance vouchers, as well as those of the auditors.

It shall authorize all loans made by the issuance of bonds or debentures, with or without a nortgage appropriation.

 It shall debate all other suggestions carried on the agenda and which are not within the competence of the extraordinary General Meeting.

Finelly, it shall grant the Consoil all necessary authorization for those cases in which the powers assigned to it should be insufficient.

The discussion involving approval of the belance sheet and the accounts must be preceded by the report of an auditor or auditors, under pair of being declared void.

(page 22 of original)

C. - EXTRAORDINARY GENERAL MEETINGS.

Article M.

The extraordinary General Meeting can, although only at the suggestion of the Consoil d'Administration or of shareholders

TRANSLATION OF DOCUMENT NI - 6886 CONTID.

representing at least one fifth of the registered capital, make any amendments in the present Articles provided that they be authorized by the law, it being nevertheless understood that such amendments shall not have the power to violate the rights and obligations of the selling companies, as they are laid down in the present Agreement, unless with the express consent thereof.

The Heeting shall debate in those conditions pertaining to quorum and majority which are provided by the law.

It shall be called in the manner prescribed in the preceding Article 34.

If the quorum is not filled at the first meeting, a second notice can be sent out in accordance with the law, and decisions can be taken at a second or third meeting, as the case may be, by a majority of two thirds of the votes, in the prescribed conditions of quorum.

The printed text of the resulutions proposed for an amendment of these Articles must be held at the disposal of the shareholders at the head office, fifteen days at least before the date of the meeting.

PART VI.

INVENTORY - FURES AND SHARING OUT OF PROFITS.

Article 45.

The financial year shall begin on 1 Jenuary and shall end on 31 December.

Exceptionally, the first fiscal period shall include the time which has clapsed since the organization of the Corporation up to 31 December 1942.

Article 46.

At the end of each fiscal period, the Consoil d'Administration shall draw up an inventory, a statement of profits and loss and a balance sheet. Furthermore, it shall make out a shareholders' report relating the progress of the Corporation during the past financial period.

The inventory, balance sheet and statement of profits and loss must be made available to the auditors at least forty days before the date of the General Meeting.

The auditors shall draw up a report in which they shall render an account to the General Meeting of their fulfillment of the mandate which has been entrusted to them, and in which they are obligated to report the irregularities and inaccuracies which they have discovered. Furthermore, they shall make out a special report on the operations covered in Article 40 of the law dated 24 July 1867, subject to the stipulations contained in Article 33 above.

TRANSLATION OF DOCUMENT NI - 6886 CONTID.

Article 47.

The balance sheet and statement of profits and loss which are submitted to the General Shareholders! Meeting shall be drawn up each year in a similar way to the preceding years, and the notheds of evaluating the different entries must be invariable; unless the General Meeting, after having noted the reasons stated in the auditors! report, gives its express approval to each of the changes made either in the manner of arranging the figures, or in the nethods of evaluation.

(page 23 of original)

The profit and loss statement must show under distinct headings, all profits and losses, of whatever origin.

The inventory, balance sheet, profit and loss statement, and in general all documents which, according to the law, must be submitted to the Meeting, shall be held at the disposal of the shareholders at the head office, fifteen days at least before the date of the Meeting.

It shall be possible for every shareholder, at every period of the year, either in person or through his agent, to become acquainted with or to obtain a copy of the documents submitted to the General Meetings during the last three years, and also of the minutes of such Meetings; it shall be possible for him also, at least fifteen days before the General Meeting, to obtain a list of shareholders at the head office.

Article 48.

The yield of the Corporation as established by the annual inventory, when a deduction has been made for everhead expenses and special outlay, and for all mortgages on assets and all provisions for commercial or industrial risks, shall constitute the net profits.

From the net profits the following amounts shall be set apart:

- 1. 5% to constitute reserve funds as provided by the law. Such deduction shall cease to be compulsory when the funds have reached a sun which is equivalent to one tenth of the registered expital. It shall, however, become compulsory again if for some reason the reserve fund drops below one tenth.
- 2. The sum necessary in order to pay the shareholders, as their first dividend, 5% of the amounts which have been subscribed towards their stock and not amortized, as well as 5% of the reserve fund erected under the final paragraph of the present Article, without it being possible, should the profits of any one year not permit such action, to make such payment from the profits of subsequent years.

From the surplus an amount of 10% shall be set aside for the Consoil d'Administration, which the latter shall divide emong its nembers as it does fit.

TRANSLATION OF DOCUMENT NI - 6386 CONT'D.

The belance shall be shared out among the shareholders as a supplementary dividend. However, the General Meeting can return or assign such balance either in whole or in part to a reserve fund, the use of which it shall control.

Article 49.

The payment of dividends shall be effected by means of crossed cheques or in the form of compensation, as provided by the Agreement.

PART VII.

DISSOLUTION - LIQUIDATION - PUBLICATION.

Article 50.

On the expiration of the Corporation or in the event of anticipated dissolution, the General Meeting, at the suggestion of the Consoil d'Administration, shall control the manner of liquidation and shall appoint one or more liquidating officials after having defined their powers.

The appointment of such liquidating officials shall put an end to the duties of the "administrateurs" and auditors.

The General Assembly when regularly constituted, shall maintain throughout the liquidation, the same competence as during the life of the Corporation,

(pego 24 of original)

in particular it shall assign all special powers to the liquidators, it shall approve the accounts of the liquidation and shall proclain the final discharge of the officials responsible therefor, as well as of the "administratours".

even by way of private settlement, all the assets of the Corporation, and at the same time to pay off its debts. Except for the restrictions which the General Meeting may apply, they shall have for this purpose by reason of their office alone, the most extensive powers, including those to negotiate, to make settlements and compromises, to give all guarantees, even in the form of nortgages, to consent to all waivings and cancellations, with or without payment. Furthermore, on the grounds of a decision of the extraordinary General Meeting, they may contribute to another corporation either in whole or in part all the assets, rights and liabilities of the corporation which has been dissolved, or consent to the cession to a corporation or to any other person of such assets, rights and liabilities.

After emortization of the debts and company charges, the net proceeds of the liquidation shall first be employed to pay off completely the capital of the shares, if such payment has not already taken place. The balance shall be shared out emongst the shareholders, in proportion to their rights in the registered capital.

TRANSLATION OF DOCUMENT NI - 6986 CONTID.

The balance shall be shared out among the shareholders as a supplementary dividend. However, the General Meeting can return or assign such balance either in whole or in part to a reserve fund, the use of which it shall control.

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(page 24 of original)

in particular it shall assign all special powers to the liquidators, it shall approve the accounts of the liquidation and shall proclain the final discharge of the officials responsible therefor, as well as of the "administrateurs".

It shall be the task of the liquidating officials to realize, even by way of private settlement, all the assets of the Corporation, and at the same time to pay off its debts. Except for the restrictions which the General Meeting may apply, they shall have for this purpose by reason of their office alone, the most extensive powers, including those to negotiate, to make settlements and compromises, to give all guarantees, even in the form of nortgages, to consent to all waivings and cancellations, with or without payment. Furthermore, on the grounds of a decision of the extraordinary General Meeting, they may contribute to another corporation either in whole or in part all the assets, rights and liabilities of the corporation which has been dissolved, or consent to the cession to a corporation or to any other person of such assets, rights and liabilities.

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TRANSLATION OF DOCUMENT NI - 6896 CONT'D.

Article 51.

All disputes which may arise during the life of the Corporation or at the time of its liquidation, either among the shareholders themselves, or between the shareholders and the Corporation, on account of company business, shall be submitted to the jurisdiction of the competent courts within the area of the head office.

In the event of dispute, every shareholder is obligated to cleet denicile within the judicial area of the courts competent for the head office, and all notifications and summonses shall be made legally at the denicile he has thus elected without regard to his real denicile.

Failing such election of domicile, judicial and extra-judicial notifications shall be legally sufficient if made to the public prosecutor's department at the civil court which is competent for the head office.

Article 52.

This Corporation shall be except from any application of the provisions of Article 4 of the law of 24 July 1867, concerning contributions in kind and the special benefits provided by these Articles.

Consequently, it shall be permanently constituted when:

- The extraordinary General Nectings of the shareholders of the three French selling companies shall have ratified the transfers set forth in the preceding Article 7.
- 2. A General Meeting of shareholders of this Corporation shall have ratified the assignment of "administrateurs" appointed according to the present Articles, and shall have recorded the acceptance of their duties by the other "administrateurs" and auditors.

Article 53.

For the publication of the present Articles as well as of all instruments and official records relevant to the constitution of this Corporation and to all amendments and subsequent formalities connected therewith, full powers shall be given to the bearer of a copy or extract of such documents.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of document No. HI - 6886.

17 September 1947

DOROTHY E.PLUMMER USFET 482.

- 29 -(END)

84

TRANSLATION OF DOCUMENT NI - 6896 CONT'D.

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17 September 1947

DOROTHY E.PLUMMER USFET 482.

(END)

TRANSLATION OF DC CUMENT NO. NI-4886 OFFICE OF CHIEF OF COUNSEL FOR VAR CRIMES

INVESTIGATIONS CONCERNING THE LEADERS OF THE I.G. FARBEN INDUSTRIE FRANCOLOR COMPANY STATEMENT OF MONSIEUR THESMAR

I, Charles GERTHOFFER, deputy-prosecutor of the French Republic at the Tribunal of the Department of the Seine , on temporary duty with the International Military-Tribunal for War Crimes,

assisted by Miss Trancoise Boucly, aged 28, secretary attached to the above-mentioned Tribunal, who swore to carry out faithfully the duties of court-reporter I had conferred on her when I was on duty in Paris;

In connection with the investigations concerning the activities of the leaders of the I.G. Farben Industry;

Summoned to appear before me N. Georges THESMAR, aged 69, a chemical engineer, chairman of the St. Denis Dyestuff Company (Societe des Matieres Colorantes de St. Denis), lecated 90, avenue Henri Martin, Paris 16e, who, having sworn to tell the whole truth and nothing but the truth, deposed as follows:

The industry of synthetic dyestuffs dates back to 1856, when "MAUVEINE" was discovered.

This industry was carried on in France, from its very beginning, by the firm POIRFIER of St. Denis, which in 1856 had already been producing wood-extracts for dyeing purposes and for tenneries for some 20 years.

TRANSLATION OF DOCUMENT NO. NI-4886 OFFICE OF CHIEF OF COUNSEL FOR VAR CRIMES "CONT!D

During the following years, French chemists developed new methods of producing dyestuffs; in 1859 "FUSCHINE" was discovered, and in 1860 "PARIS VIOLET". A few years later, ROUSSIN discovered the first sulphonated alinine dyestuffs.

The Treaty of FRANKFURT in 1871 created a situation which was not very favorable for the development of the French dyestuff industry

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TRANSLATION OF DOCUMENT NO.NI-4886 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES CONT.D

because of the customs regulations imposed upon our country.

The firm PCIRRLER which I have just mentioned was prensformed in 1881 into a joint stock company under the name of "ST. DENIS DYESTUFFS AND CHEMICAL PRODUCTS COMPANY". the industrial plants of this company were grouped together in several neighboring factories in St. DENIS, Seine.

Before the war in 1914, this company was the only one in FRANCE, (apart from those factories in France which were branches of the German dyestuff industry), which went in for production on a big scale of the intermediate materials necessary for the manufacture of dyestuffs.

Page 2 of original

In other words: , the St. Denis company produced not only the raw materials themselves but all the products which were needed in turn for the final manufacture of the dyes.

Before the war in 1914 as well, the most important German companies which were later to join up and form the I.G. FARSEN INDUSTRY had a total of six branches in France where the products which had already been prepared and sent from Germany, received their final transformation or were given merely a standard form before they were put on sale.

After the war of 1914 - 1918, all these different
German plants in France except one, which had been destroyed
in an explosion, were bought from the Office of Frozen
German Assets, by French dyestuff companies, according to
the articles concerning private property and interests

TRANSLATION OF DOCUMENT NO. NI-4886 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES CONT'D

in the peace treaty. (SAINT CLAIR DU RHONE and the NATIONAL DYESTUFF COMPANY, which was subsequently absorbed into the [KUHLMANN" company.) The SAINT DENIS company never bought assets of this kind.

Between 1920 and 1930, the French dyestuff industry, which had

TRANSLITION OF DOCUMENT NO. NI-4886 contid OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

(Page 2 of original, contid.)

developed considerably was obliged to put up a real fight against the I.G. F.RBEN INDUSTRY, both on the home markets and abroad. After immumberable discussions a temporary Franco-German agreement was signed on 15 November 1927 between I.G. FARBEN and the following French companies: the Firm EUHLMANN, the ST. FERIS company, SAINT CLAIR DURHONE, the Firm STDIRER in VERNON, DURAND & HUGUENIN in HUNINGUE, the company of MULHOUSE DORNACH and the Chemical Products and Dyestuffs Company in MULHOUSE.

This Franco-Carman agreement which was approved by the French Government, was extended in 1929 and 1930 to the Swiss Ayastuffs industry, then in 1930 to the English ayastuffs industry represented by the IMPERIAL CHEMICAL Industry.

I DUSTRIE had always sought to extend their field of industry all ever the world; I learned for instance in 1930 from a German named LOWENGARD who was a representative of the I.G. FARMENINDUSTRIE, that in 1913 he was put in charge of starting negotiations with M. POIRRIER, who was at that time the principal leader of the ST. DENIS company, in order to acquire for the BADISCHE ANILINE certain plants belonging to the SAINT DENIS Company. These proposals were not accepted; the I.G. FARREN had built factories in the UNITED STATES and in ENGLIND; it had acquired considerables interests in Italy and in Spain.

(Pago 3 of original)

In these eigenmetances it is not surprising that after the Armistice of 1940 the I.G. FARBEN used every means to

TRANSLATION OF DOCUMENT NO. NI-4886 cont'd. OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

(Page 3 of original, contid.)
extend its hegemony to the countries occupied by Germany and especially to France.

At the beginning of November 1940 I was informed by the Ministry of Industrial Production that I was to appear before the Armistice Commission in WIESBADEN, accompanied by M. PUCHEMEN, the chief manager

TRANSLATION OF DOCUMENT NO.NI-4886 (CONT'D.) OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 3 of original (cont'd.)

of the KUHLMANN Company, Neither I nor he had expected this summons as we had had no contact with the Germans since the Armistice.

On Interrogation. At that time I did not know whether anyone else had had direct or indirect contact with the German cuthorities or with the I.G. FARBEN with respect to the French dyestuff industry. I do not know whether M. FROSSARD had eny contact of this nature; at that time he was in the nonoccupied zone and only came back to PARIS some time in October 1940. Anyhow, when he came back to PARIS he did not say anything to me on the subject. When we arrived at the meeting in WIESBADEN on 21 November 1940, neither M.DUCHEMIN nor I knew whether enyone belonging to the French dyestuff group with or without authorization has entered into negotigtions either directly or indirectly with the German cuthorities or representatives of the I.G. FARBEN. We were very astonished when HEMMEN, the German chairman of the Armistice Commission, started his speech by saying that during the month of August General HUNZINGER had transmitted to him the wishes of the French dyestuff producers to have a conversation with their German colleagues.

03

At the same meeting on 21 November 1940, attended by HEMMEN, SCHOEN, VON SCHNITZLER, TER NEER, WAIBEL, KOLB. and KUGLER on the German side and by IM. RATY, BLANCHARD, ALLIER, CASTETS, DRILLEN, DUCHEMIN and myself on the French side, the Germans informed us that the agreements of 1927 were broken and that the French industrialists would have to come to an agreement with their German colleagues.

The chairman HEMMEN, was especially violent and so was SCHNITZLER, the representative of I.G. FARBEN; they shouted and sometimes banged on the table. They pretended that we were insulting them by referring to the 1927 agreement after the German victories of 1940. SCHNITZLER gave us a summary of the conditions which the I.G. FAREEN meant to

TRANSLATION OF DOCUMENT NO. MI-4886 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 3 of original (cont.)

impose on us and which were almod at a complete enslavement of the . French dyestuffs industry.

HENDAM supported the allegations of his fellow-countryman and urged us to accept the so-called agreement which was forced upon us.

Page 4 of original

adding that if we refused the fate of the French dyestuffsindustry would be settled by the peace treaty, and in the meantime we should have to deal with the German military authorities in FRANCE.

In general, we were not able to discuss anything, we were simply faced with a real ultimetum.

Shortly before he closed the meeting, HEMMEN made it clear to us, that if we accepted "they" would respect our existence by putting us under the control of the I.G. FARBEN. We realized that if we did not accept, we should disappear entirely; the plants would have been dismantled and the personnel dispersed.

The neeting on the following day, 22 November 1940 was held only between the leaders of the I.G. FARBEN (von SCHFITZLER, TER MEDR, WAIBEL and KUGLER), MM DUCHEMIN, CASTETS, and myself. It was the intention of the representatives of I.G.FARBEN to notify us about the details of the agreement they wanted to impose upon us. They accused our industry of having spoliated them. At which I protested, emphasizing how old the company was. In January of the following year I resumed my protests in a memorandum which I sent to SCHNITZLER and a copy of which I am submitting to you. (I took the copy in question in order to attach it to this statement).

At the above-mentioned meeting on 32 November 1940 we did not bind ourselves to anything; we said that we would get in touch with our Government.

TRANSLATION OF DOCUMENT NO. NI-4886 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 4 of ofiginal (cont.)

We did so on our return to PAPIS. BICHELOWNE, who at the time was Secretary General for Industry and Home Commerce, advised us not to accept, but told us not to break off the negotiations. In his opinion a rupture might give the Germans an excuse for taking over the whole of the French chemical industry. In accordance with his instructions we made a counter-proposal for the creation of a sales cembino with a French majority of shares. This counter-proposal was presented to the Germans in FARIS on 20 January 1941. It was rejected because it did not satisfy the leaders of I.G. FARBIN.

From this time on the negotiations continued but on the Government level; we had indeed been forced to accept the principle of
the creation of a company which would amalgamate all the French dyestuff
factories, but we still held out as regards the extent of German
participation.

On 10 March 1941, I was called to the office of the I.G. FARBEN in Paris, simultaneously with in. DUCHEMIN, FROSSARD and de MAP-HERR. We found there the leaders of the I.G. FARBEN who had been present at the meetings in WIESBADEN on 21 and 22 November 1940. Von SCHNITZIER told us that the Vichy Government had given its consent in principle to the creation of a Franco-German dyestuff company in which I.G. FARBEN would hold 51% of the stock.

Page 5 of original

We expressed our astonishment and begged to be allowed to consult our Government, which we did that very same evening.

On 12 March 1941 Dr. MICHEL, the representative of the Military Government in France, accompanied by his collaborators, called a meeting, at the Hotel MAJESTIC. Different French officials in charge of economic questions (BARNAUD, PUCHEAUX, BICHELONNE and BLANCHARD), MM. DUCHEMIN and FROSSARD and the leaders of I.G. FARBEN, who have

TRANSLATION OF DOCUMENT NO. NI-4886 contid
OFFICE OF CHIEF OF COUNSEL FOR WAR CRILES

Page 5 of original (centid)

already been mentioned, were present.

At this meeting the Germans disclosed the agreement of the French Government to the creation of a Franco-German company analymmating the French dystuff industry in which the L.G. FARREN would have 51 % of the shares.

of the French Government to the creation of a Franco-German company amalgmating the French dystuff industry in which the I.G. FARMEN would have 51 % of the shares. With a few reservations PUCHEUX confirmed the Vichy Government's agreement. However, it had been a reed that on the German side there should be no request for a majority participation in any branch of French industry, based upon the precedent which was thus created, and which must never be anythin; but an isolated case due to "the historical development and the existing technical and commercial facts."

MM. DUCHENIN and FROSSARD could not raise objections and were obliced to accept.

That is how we were forced to create the FRA COLOR company with the conditions imposed on us by the I.G. FAT EN leaders.

Any opposition on our part would only have resulted in a complete and final disposession. By givin in we hoped to gain time, to ensure the safety of our lants, which form an important part of our national inheritance, and to keep our personnel, when the Germans would certainly not have failed to employ directly, and who now, by our a resment, stayed under French direction.

It was this attitude which made it possible to prevent the production of explosives in our factories and to restrict as much as possible the production of (yestuffs, which was the only, or almost the only production of our factories curing the occupation.

On Interrolation. In exchance for the 51 % of stock in Fig. 100102, the 1.G. FARLEN handed over to the three French companies 12.750 shares in I.G. FRUEN of a Value of 1.000 marks each, resulting from an increase of capital made at that time. These shares were frozen, we were not

TRANSLATION OF DOGUMENT NO. NI-4886 contid

Page 5 of original (contid)

allowed to touch them, and they gave us no right of control over I.G. FARDEN. The only payment my company ever received was a dividend of about 20.000.000 franc s, paid in 1942.

Roads, persists and signs, having approved the crossing-out of 6 words which were omitted from the text as void.

Signed: THESIAR GERTHOFFER

Stamp of the International Military Tribunal for War Crimes.

TRANSLATION OF DOUBLET NO. NI-4886 (cont.) OFFICE OF CHIMF OF COUNTED FOR WAR CRIMES

Page 6 of original

MEMORANDUM OF THE ST. DENIS DYESTUYFS COMPANY
HANDED OVER TO VON SCHULTZIER BY M. THESMAR ON
20 JANUARY 1941.

In reply to the expose transmitted on 20 November 1940, the Saint Denis dyester's company wholes to stress the fact that at no time of its existence did it ever profit from the technical experience of the L.G.

As a matter of fact, this company, which was set up more than a contury ago, has always enjoyed complete administrative and financial independence and has never received the least direct or indirect technical help from German dyestuff firms.

In 1858 it manufactured the first synthetic dye, "Mauveine", in 1859, it manufactured "Foschine", and, in 1860, "Paris Violet", a dye which was discovered by Lauth and Bardy in Saint Denis, and which, today, is still very important and has earned for its inventors the famous golden medal of the 1867 Exhibition.

A few years later (1876-1878), Rouvin discovered the first sulphenated aniline dyes, and the plant in St. Denis put on the market the orange dyes, Roccelline, Chryseine, the substitutes for Orseille, Erythresine and other synthetic dyes.

The Treaty of Frankfurt in 1871 created a situation for the company in St. Denis, which was very unfavorable for its development especially as far as customs were concerned. In spite of this, the St. Denis company opened the way for modern sulfurated dyes, by putting on the market in 1873 the Cachous de Laval and later in 1893 Vidal black which was a forerunner of the black made with sulphur and based on dimitrophenol, which lager on acquired a world-wide importance.

TRANSLATION OF DOCUMENT NO. NI - 4886 (cont.) OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 6 of original (cont.)

It must be mentioned that of all the dyestuff plants which existed in France in 1914, including branchas of German firms, the St. Denis company was the only one which went in for a large scale production of the intermediary products which were necessary for the manufacture of dyes, such as mitrobensin, anilin - which it has produced since 1860 - mephtylamines, naphtols and their derivatives, and because of this fact it enjoyed complete technical autonomy.

What would have been the impression made on the German plenipotentiaries if in 1919 the St. Denis company had claimed a position similar to the one it held in 1870 in the dyestuffs field?

In the course of the period between 1920 and 1940, the Saint-Denis company continued, quite independently, the development of its various manufactures of dyes and intermediary products. From a historical point of view, its rights are therefore incontestable and unassailable, and there is nothing that could justify its being put under the protection of a foreign firm.

Certified true copy

Certified "No varietur"

signed: THESMAR

Peris, 8 Jenuary 1947

Signed: C. GERTEDFFER

STAMP:

International Military Tribural for War Orines.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the Document No. NI-4886.

DOROTHY E. PLUMMER USFET 482

22 July 1947

- 10 -End Mr

TRANSLATION OF DOCUMENT NO. NI -4889 OFFICE CHIME OF COURSEL FOR VAR CRIMES

OFFICIAL STATFMENT

In the year one thousand, nine hundred and forty seven, on the ninth of Jenuery,

I, Charles GERTHOFFER, deputy prosecutor of the French Republic at the Tribunal of the Seine, assigned to the International Military Tribunal for Mar Crimes, assisted by Mademoiselle Mireille PERRIN, aged 22, secretary at the above tribunal, who swore to carry out faithfully the duties of court-reporter which I had conferred on her, when on duty in Paris,

in view of the investigations on hand for the purpose of discovering the activities of the leaders of the I.G. FARBENINDUSTRIE

summoned W. Rene DUCHMIN, aged 71, a chemical engineer, residing 1, rue de l'evers, PARIS 6e, who, after having sworn to toll the whole truth and nothing but the truth, deposed as follows:

Allow me first of all. Sir, to submit a pamphlot called "The history of a negotiation" which I wrote in January 1942 in order to transmit it confidentially to the managing board of the EUALMANN firm so that they should know exactly under what conditions the FRICOLOR company was created.

After having belonged to the board of directors (Comite de Direction) and then to the advisory board (Conseil d'Administration) of the KUHLMANN firm, I became president of the latter board in 1929. The company dealt with the membracture of chemical products in general; in 1923 it acquired a new branch to its activity by amalgameting with the National Dyestuff Company. In 1939 the KUHLMANN company owhed 17 plants, two of which specialized in the manufacture of dyestuffs.

Two vice-presidents assisted me, M. BERR, former student of the Lools Polytechnique, a specialist in minoral chemistry and M. FROSSARD, who was a chemical engineer and specialized in dyestuffs.

TRANSLATION OF DOCUMENT NO. HI-4889 (cont.)
OFFICE CHIEF OF COUNSEL FOR WAR CRIMES

the dyestuff industry
Before the first world war only two firms represented/in France.

the Societe de St. Denis and the Societe STRINGR in VERHON. These
companies supplied approximately 10% of the French market. Processes
were employed by them which had been discovered by French chemists
and which were often older than those used in the German industry.

However, the latter

Page 2 of original

developed considerably between the wars of 1870 and 1914 and surpassed the French industry for reasons based on politics, economy, customs regimes and science, and especially for reasons connected with the French legislation concerning patents.

The defeat of 1870 had placed France in a position of inferiority which was aggravated still more in 1879 when Germany adopted protectionist customs tariffs and established tariffs according to specification. The German chemical industry was fortunate enough to possess important geological resources in its home soil (coal, lignite, iron, potassium) and its leaders made great efforts in the scientific field which were encouraged by their Government, whoreas in France the legislation concerning patents on inventions which provided for the protection only of the new articles and not of the processes used in the course of menufacture, made the task of French producers very difficult. The leaders of the German dyestuff industry took advantage of this situation in particular by an adroit use of the French customs regulations, and set up six plants in Franco for the finishing of products. In these plants they treated semi-manufactured products prior to their sale, having introduced them into our country with the help of the low tariffs.

Before the first world war there were, I have just said, two
French firms which contributed 10% to the supplies on the national
market. The rest, that is 90%, came from the six German factories
I have just mentioned, and from a Swiss factory which had been set up
in France in similar conditions. —2-

TRAISLATION OF DOCUMENT TO. FI-4889 (cont.)
OFFICE CHIEF OF COMMENT FOR WAR CRIEFS

Page 2 of original (cont.)

The dyestuff industry is of considerable interest from the point of view of national defense. Indeed, the raw materials used in manufacturing dyestuffs (hydrocerbons derived from coal tar) are also used to make explosives and gases for chemical warfare.

On the other hand, the personnel employed for this purpose is specialized both in the manufacture of dyestuffs and in war production.

Consequently during the first world wer Frence suffered from a serious inferiority complex with respect to Germany.

For in time of war a country only produces important quantities of hydrocarbons to the extent that it can use them in time of peace. For such use occurs mainly in the industry of organic chemicals which itself revolves round the manufacture of dyestuffs and implies a considerable

Page 3 of original

tonnago of hydrocarbons and their derivatives.

This means that only a country which has a powerful dyestuff industry can produce important quantities of explosives and gases for chemical warfare. On the contrary, a country without any at all as was the case of France in 1914 is a country which is partially disarmed. The tremendous consumption of explosives in 1914 was to show how unwise it had been not to take the necessary steps for production on the home soil of those products which in the days of peril would have filled the needs of the Explosives Department, and in particular and how unwise it was to depend on Permany for phonol. When the war went on French stocks were quickly exhausted and it was necessary to rely on difficult and constant importation.

In 1916, in view of the disestrous situation in which France found herself, a great effort was made to build important plant installations for the manufacture of explosives and gases for chemical warfare,

TRAISLATION OF DOCUMENT FOR HI-4889 (cont.)
OFFICE OF CHILF OF COUNSEL FOR WAR CRIM'S

Prgc 3 of original (cont.)

and those were to menufacture dyestuffs on the termination of the hostilities.

Out of the six German factories set up in France before 1914, five were bought back by French commentes as frozen assets, by virtue of the provisions in the peace treaty concerning private property and interests. The sixth had been destroyed in an explosion.

In 1920, the French and German dyestuff industries began to compete with each other. There was a fierce struggle which led to several agreements being made.

The first dates back to 1 January 1921 and is known as the Gallus agreement. It was broken at the time of the occupation of the Buhr in 1923. The commetition was renewed and it was only in 1927 that a new France-German agreement put an end to the situation.

This agreement which was, signed on the occasion of the Franco-German commercial treaty, resulted in laborious negotiations. I.G. FARBEN wented the French industrial installations to be incorporated into a new company in which it would have 50% of the capital and which would control the French market but it wished to prohibit exportation without prior agreement.

The claims of I.G. FARBEN were naturally turned down, and negotiations were begun again on a different basis. These, however, were not terminated until 25 Fovember 1927 when a provisional Franco-Gorman agreement was signed between I.G. on the one hand and the French dyestuff firms on the other.

Page 4 of original

By virtue of this agreement which was to last for one year and which was to give rise to the establishment of a definite contract, the contracting parties divided up the dyestuff production between themselves according to a scale which was determined by the sales

TRANSLATION OF LOGGERY NO. NI-4889 (cont.)

Page 4 of original

they had made from 1 July 1924 to 30 June 1927.

By virtue of the same agreement the French merket, like that of the colonies and protectorates, was to be reserved for French production. The I.G. was to supply it with those products only which would not be manufactured in France or which would not be manufactured there in sufficient quantities. As for the expert market, provisions were made for it to be shared by the two parties according to the different groups of countries.

This temporary agreement was transformed into a permanent one by a settlement between the contracting parties dated 27 April 1939, for a period up to 31 December 1968.

To sum up, I should like to point out:

- that the agreement of the Franco-German cartel of 1929 was the result of a real French industrial victory over Germany.
- 2) that this agreement produced results which were particularly satisfactory up to the war in 1939, since it allowed France to be independent as regards her dyestuff manufactures and to develop her export market more and more every day.
- 3) that in 1926 the Germans demended the creation of a Franco-German dyestuff company based on the same principles as they had imposed on our national economy in 1940. The chief difference, however, was that in 1926 they asked for a 50% participation in the Franco-German company which was to be formed, whereas in 1940, they insisted on a 51% participation.

One can understand why, after what I have said, it was not without a certain anxiety that the French delegates went to Miesbedon,

They had no doubts but that their German conquerors would seek vengeence for their industrial defeat in 1927 and consequently attempt to destroy the big dyestuff industry which the war in 1914-1918 had helped to build up.

TRANSLATION OF DOCUMENT MO. MI-4889 (cont.)
OFFICE OF CHIEF OF COURSE FOR MAR CRI. IS

Page 5 of original

They were not deceived, and the brutpl statements of von HIMLEN.

as well as the I.G. memorandum which was read (1) - in a word, the

German "Diktat"-left no doubts on this score:

I.G. urged her "claim to lead rship" with respect to the French dyestuff industry and von HECCEN stated quite definitely that the industry would continue to live, but under the control of I.G.

This control, said I.G., was to be ensured in the following way:

- a) by the creation of a company in which I.G. would be given 51% of the stock and which would amalgamete the 4 principal dyestuff factories (Villers Cotterets, Oissel, Saint Denis, Saint Clair), whilst the other factories would be closed down;
- b) the president-director general of the new company would be a Frenchmen, but he would be elected in concurrence with the I.G.;
- c) the new company alone should deal with consumption of dycstuffs in the metropolis and colonies;
- d) it should not be allowed to export unless in exceptional cases which must be determined in agreement with I.G.;
- .c) supervision of the production to be carried out by a personnel of French nationality (all sections of the staff) would be ensured:

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- by commissions of German technicians who would draw up the programs of manufacture together with French technicians from the company,
- 2. by visits paid to the factories--twice a year-by 2 or 3 technicians from the I.G.

⁽¹⁾ see our pemphlet (French reply to the I.G. memorendum) (page 95)

TRANSLATION OF DOCUMENT HOW NI-4889 (cont.)
OFFICE OF CHIEF OF DOUBSEL FOR MAN CRIMES

Page 6 of original

After the German ultimatum in WIESBADEN, the French representatives of the French dyestuff industry who had been invited by the government to take part in the conversations which had begun before the Armistice Commission, informed their government of the two-fold danger which France ran owing to the terman claims:

- acceptance of the Cermen proposals, they said, would correspond to an enslavement of the French dyestuff industry, and would give Cermany constant control over manufactures which at any moment might become indispensable for national defense. It would make it possible for her to stop any research in our laboratories which was destined to promote the development of our country and in addition to prevent any semi-industrial attempts to take advantage of these discoveries made in our laboratories.
- such acceptance would also constitute a dangerous precedent because the formula might be extended to other branches of national industry thus turning Trance into a real protectorate of the Reich.
- they also added that from the moral point of view such acceptance would be no less inconvenient, as a technical, industrial and financial control of our organic factories would certainly not be understood by public opinion any more than by the shareholders of the companies affected by the German "diktat".
- they pointed out, on the other hand, that a brusque rejection of the ferman demands would also be highly dangerous.

They remembered for example the statement of the German president of the Armistice Commission when he said: "You can wait a few months and leave it to the peace-treaty to settle the fate of your industry, and until then you will have to deal with the representative of the military administration in France. And what chance do you stand of setting anything from him? I don't know. Shall we impose TRANSLATION OF DOCUMENT NO. MI-4889 (cont.)
OFFICE OF CHILF OF COUNSEL FOR MAR CRIMES

Page 6 of original (cont.)

on you, in the peace treaty, the same conditions as those the Versailles
Treaty offered us? I don't know, but it seems to me that economists
would be wise to come to an agreement on a commercial basis until it
is time for the peace-treaty."

Page 7, of original

Ven SCHTITZLER, Director-General of the I.s., added on his side: that I.G. had the intention to take over the direction and control of the French dyestuff industry.

On the other hand it was to be feared that, if the conversations were broken off, this industry would soon see its factories compelled to close down for lack of rew materials, fuel and transportation, or even made the victims of massive requisition orders for equipment or removal of personnel, all of which would completely disorganize the French production of dyestuffs and perhaps for many years.

French industrialists considered moreover that the decision they had to take lay beyond their powers as industrialists and that it was for the state to give them instructions.

(1)

Industrial production informed them that if there were no question of accepting the proposal giving German industry 51% of the
capital in a new company which was to run the chief French dyestuff
factories, it would be advisable to go on with the negotiations, however, in order to find, if possible, a solution they could accept.
They were also asked to prepare other positions in case they were forced
to yield ground.

The above solutions were found on the one hand in the allocation to Germany of a share in the stock of the new company which was not to exceed 25%; and on the other hand in the creation of a commercial organism which would give Germany control of dyestuff sales both in France and abroad, but which would not grant her any right of control

TRANSLATION OF DOCUMENT MO. MI-4889 (cont.)
OFFICE OF CHILF OF COURSEL FOR MAR CRIES

Page 7 of original (cont.)

over actual manufacturing and any technical discoveries which might be made in the French laboratories.

These secondary proposals were also rejected and finally the German proposals were accepted under the conditions which I shall describe further on. It is to be noted, however, that the statutes of the new company were drawn up in such a way that even with 51% of the capital Germany did not dominate the company. For example—I quote merely for your information—the chief measures adopted were as follows:—

Page 8 of original

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- The president should always be a Frenchman elected by the French administrators and merely subject to the consent of the German group.
- There should be as many Frenchmon as Germans on the advisory board (Conscil d'Administration). There should be no possibility of this proportion being modified at general meetings of the board.
- The president-director-general could only be replaced by a voting majority of two-thirds.
- There should not be one German employee or technician in the company and only a technical commission and a commercial commission together with the president should examine the program for the company's manufactures and deliveries.
- The election of the French members of the advisory board should be subject to the consent of the French government.

Thanks to those measures which are quoted here only by way of example, the 51% German majority became loss harmful.

It must be noted that if, at the end of 1941 already, the French industrialists, for reasons I will give shortly, expressed their approval in principle to an agreement, they always refused to fix the percentage of the German participation, considering that a decision of such a nature — which lay beyond their powers — depended on a government decision alone.

TRANSLATION OF DOCUMENT NO. NI-4889 (cont.)
OFFICE OF CHIMF OF COUNSEL FOR MAR CRICES

Page 8 of original (cont.)

That moreover is the reason why the decision was taken at the Cabinet meeting in March 1941.

It was taken after a series of incidents which I have related in a pamphlet entitled "The history of a negotiation" and in particular in the chapter entitled: "The day of dupos" (page 31).

Whereas the French industrialists, supported in Paris by the Secretary of State for Industrial Production, his secretary-general, and the director of the Chemical Industries, were endeavoring to obtain a reduction of I.G.'s claim fixing its share in the company to be created at 51. it became known through the German delegation on Merch 11, that the approval of the French government to this percentage of 51, had been given in WILSBADEN. A conference was summoned at once at the Ministry for Industrial Production, at which were

Page 9 of original

present in addition to the minister, Mm. BARNAUD, BICHNLOWNE, dc BOISAN-GER, RATY, BLAUCHARD and DUCHEMIN.

Through W. de BOISANGER it was learned that about 10 days before a conversation had taken place in VICHY in the private office of M. BOUTHILLER, who was secretary of state and minister for national economy and finance, and in the course of this conference the dyestuffs problem had been brought up.

M. do BOISA GLR had understood that the government agreed to fixing I.G.'s participation in the company to be created at 51%, and in these circumstances, when cuestioned on 6 March in WIESBADEN by Herr SCHOLK, he replied that in principle the agreement was made except for certain questions which still had to be settled.

These questions, according to M. BARMAUD, involved a triple guarantee demended by the French government. TRANSLATION OF DOCUMENT NO. HI 4889 (cont.)
OFFICE OF CHILF OF COUNSEL FOR MAR CRILDS

Page 9 of original (cont.)

- a) That the president of the new company should always be a Frenchmon elected with the concurrence of the French and German
 members of the board, in spite of the application of the law
 of 1867 concerning companies;
- b) That the agreement to be made should constitute the last German claim with respect to French industry;
- c) That the German government should guarantee that the new company would not attempt to hinder French research in the dyestuff field.

After a very long discussion it was decided that M. BARNAUD should be put in charge of finishing the negotiations.

The latter were terminated some hours later at a meeting held at the Hotel Majestic, with General MICHEL in the chair. The official record of this meeting is to be found in our gamphlet (page 35):

- I.G. was given 51% but with the reservation:
- a) that the agreement should not constitute a precedent, but should be looked upon as a case which was unique of its kind;
- b) that the I.G. would relinquish her wish to see a legal settlement made for a monopoly in favor of the new company.
- c) that the president of the new company should always be a Frenchman and that he should be elected with the mutual agreement of the two parties.

Page 10 of original

d) that each group (French and German) should have the right to nominate an equal number of administrators, whilst the election of these members was to be made at a general meeting of the board according to the proposals of the two parties.

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TRANSLATION OF DOCUMENT NO. WI-4889 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

Page 10 of original (cont.)

Once again I wish to state here the exact reasons why the French industrialists, although they fully realized the danger of the operation, nevertheless consented to sign an agreement.

- I. They had heard what Gormany had done in Czechoslovakia and in Poland where she had established Gauleiters in the principal enterprises which consequently had to work to full capacity for the Reich.
- 2. They had been informed at the meetings of 20 and 22 January 1941, in the course of personal conversations with the representatives of the I.G., that if they did not comply:
- a) The KUHLKAHN firm would be looked upon as a Jowish affair, since in May 1940, the date from which the German decree concerning Jowish enterprises was retreactive M. Raymond BERR, a Jew, was vice-president and director general of our firm, and they knew that in these circumstances in every one of their 18 factories they would be compelled to work under German control exclusively and for the sole benefit of the occupying power.

They knew well enough from their own experience at their factory in Dieuze, which being in Lorraine had been occupied at the beginning of the German advance in 1940, that the administrative personnel as well as the workers had been discharged and that the factory which was now under German control was working 100; for Germany.

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b) They might still provoke the closing down of their plants and their breaking up through the removal of material and of a part of the workers, or else the operation of the plants exclusively for the benefit of the Reich.

What happened in so many French firms proves up to what point their fears were justified as regards removals of material or personnel.

TRAISLATION OF DOCUMENT HO. NI-4889 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 11 of original

It is useless especially to insist on the removal of workers since the fact that there were more than a million French workers in Germany is, clas, the best proof.

As regards material, they still remembered the removals and massive destruction undertaken in their factories in the north during the wer of 1914-1918 as well as those which were going on at the time in other branches of French industry.

As for working exclusively for the Reich it was one of the directors of the I.G., Herr von SCHNITZLER, who had told them himself; when in a conversation with M.J. FROSSARD, he said: "If we don't succeed, we regime shall apply the same/to you as we have applied to your branch firm, the dyestuff company in Mulhouse." This regime was as follows: the sequestration and leasing of the factory to I.G., that is, a total expropriation, constituting grave spoliation.

c) Of the two evils they chose the lesser as, by sacrificing two plants, they saved fifteen. Moreover, they can claim to have succeeded, since, quite briefly, the results obtained were as follows:

1.-The Kuhlmann firm, deprived of 2 factories efter the creation of FRANCOLOR, had all in all during the occupation either with Germany or the occupying army a business turn-over which was less than 6% of their total business turnover.

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Lot me add in this respect that we know that throughout the entire duration of FRANCOLOR, no explosive and no gas for chamical warfare was manufactured in the plants belonging to the company, and that on the contrary the melinite plant operated by KUHLMANN in Oissel on behalf of the state was sabotaged to such a degree that it could never be get going again. In addition, the respection of this melinite plant, which they had been asked for before the constitution of FRANCOLOR, had been categorically refused.

Page 11 of original (cont.)

2. Apart from Francolor, the removal of workers from the different Kuhlmann plants during the four years of occupation never exceeded 292 men out of a total of 5,000, whilst during the same period they brought about the return of almost 400 prisoners.

Page 12 of original

- 3. The removals of material were very slight and were restricted for all practical purposes to the plant in PAIGS which was never completed, and to a few tons of lead in certain sulphuric acid shops.
- 4. Their factories were practically intact as, moreover, were those of Francolor.

On Interrogation:

4) Who called the meeting in WIESRADEN?

In a pamphlet called "The history of a negotiation", page 1, I wrote, when speaking of our summons to WIDSBADEN before the Armistic Commission:

"This summons seemed to be the result of a request made in August 1940 to the Armistice Delegation by MM. RHEIN & VAUCHIR, who were colleagues of M. FROSSARD, and who acted without his knowledge. They hoped thereby to be summoned to WIESBADEN in the event that questions of interest in the dyestuff field should be brought up there."

Poople have sometimes drawn the conclusion that it was we Frenchmen who provoked the conference in WIESBADEN in order to put our dyostuff plants at the disposal of the occupying power.

That is not true.

We heard of the steps taken by Mm. RHEIN and VAUCHER only on the day when the board of directors of the chemical industry informed us of our summens to WIESBADEN. We could not know anything of how, in August 1940. Mm. RHEIN and VAUCHER had approached the government in Vichy, as at that time the board of directors for organic products of the MUHICHER had been evacuated to TOULOUSE, whilst we curselves

TRANSLATION OF DOCUMENT NO. NI-4889 (cont.)

Page 12 of original (cont.)

had been in PARIS since 2 July, cut off from our colleague M. FROSSARD by a zone which at that time it was almost impossible to cross.

Let me add too, that from the inquiries we made after our summons to WIESBADEE, we learned that Mm. RHEIN and VAUCHER — or to be accurate M. VAUCHER alone, as M. RHEIN says he had no part in it.

judging that the dyestuff problem would certainly be raised in WIESBADEE, — had asked VICHY whether they could be summoned as observers.

The Germans took advantage of this to

Page 13 of original

say in WIESBADEN that the French had asked to take part: so that this is another lie.

How, indeed, could we have thought of provoking a discussion on the dyestuff subject when we could have no doubts but that the Germans whom we had beaten in 1929 in the economic field would endeavor to turn the tables, thanks to the invasion? If one reads the official reports of the conferences in WIESBADEN (see my pamphlet) it is easy to see the French position.

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On Interrogation:

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As soon as the FRAFSOLO company had been created the French companies handed over to I.G. 51% of the stock which had been allocated them as their share, and this in spite of the company law of 1867.

In return for this cession they received 12,750 shares in the I.G. FARBUNINDUSTRIE of a nominal value of 1,000 Reichsmark.

The shares in I.G. had been taken by the latter from the stock it had issued and kept in its own custody in view of its operations of participation.

TRANSLATION OF DOCUMENT HO. NI-4889 (cont.)

Page 13 of original (cont.)

In this respect it is important to underline the fact that the French companies which accepted the creation of Francolor knew that its constitution would be disastrous for them from the financial point of view; I can quote exact figures here as regards the KUHLMARN firm.

For its participation in Francolor to give KUHLMANN advantages equal to those it derived from the management of its two plants in Villors St. Paul and Oissel, Francolor would have had to pay a minimum dividend of 8% and the products of the Francolor manufactures which KUHLMANN was to sell would have had to reach a very high tennage to cover the costs of the sales service they had to organize.

Instead of this, Francolor paid only 6% for the year 1942 and kept this dividend, without even paying it, at 6% for the year 1943.

Page 14 of original

During this time the sales carried out by KUHLMANN for commission were very low.

The result was that the Etablissements KUHLMANN, through their sales operations in 1942 and 1943, suffered a loss of profit of 60 millions as compared to the average results of the plants in Villers Saint Paul and Oissel during the years 1939, 1940 and 1941 when profits had reached 181 millions.

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Let me add that the 51% participation of I.G. in Francolor having been paid in shares in I.G. which could not be transferred or touched in any way (art. 3 of the agreement) the companies which contribute to this participation thus saw themselves deprived of any real profit.

In the event of a German victory they had every reason to fear that this stock would be taken away from them under some pretext or other.

In the event of an Allied victory it was to be expected that their value would become mil. TRANSLATION OF DOCUMENT NO. NI-4889 (cont.) OFFICE CHIEF OF COUNSED FOR WAR CRIMES

Page 14 of original (cont.)

On Interrogation:

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You ask me, Sir, to tell you about the part played by M. Joseph FROSSARD during the occupation.

In the dyestuff world, M. Joseph FROSSARD is known to be an eminent personality and it is generally recognized both in France and abroad that it is thanks to him and his amazing dynamism that dyestuffs have developed in such a remarkable way on our territory since the war of 1914-18.

His technical knowledge is world-femous and that is the reason why, when the question grose of electing a president for Francolor, I.G. agreed to put forward M. FROSSARD.

It was quite aware that apart from FROSSARD and his brother and apart from the St. Denis dyestuff company there were no first-class dyestuff specialists in France.

It know on the other hand that not only had M.J. FROSSARD boom a brilliant pupil of Noelting, at the School of Chemistry in Mulhouse, but that his management of important plants in Russia had completed an experience which had allowed him to beat Russia in a field where she thought herself invincible.

It considered, therefore, that his management of Francolor could not be enything but favorable.

Pago 15 of original

It is obvious that I.G. had to beware of an Alsatian whom it know to be a good Frenchman, but it thought that by maintaining rigid control and by the pressure which the victory of the Reich would allow it to exert it would succeed in making him tractable.

It had counted without FROSSARD's plient and skillful rosistance, for although outwardly he appeared to obey the German orders he always succeeded in limiting their action. During all the time TRANSLATION OF DOCUMENT NO. NI-4889 (cont.)
OFFICE CHIEF OF COUNSEL FOR VAR CRIMES

Page 15 of original (cont.)

I saw him at the head of Frencolor, I noticed that beneath his round and genial exterior he was always deceiving the Germans who questioned him and in his own field never coased to limit the action of the Reich.

Once again those who hoped for a catch wore caught.

That is how, for example, he managed to deprive I.G. of certain equipment it coveted for the distillation of hydrocarbons. He had set up this apparatus in Alsace, he pulled it down before the invesion, brought it to the unoccupied zone and refused to give it to I.G. in spite of its threats and domands.

In the same way he had the melinite plant in Oissel put out of order as well as the phosgene plant in Villers Saint Paul and these workshops could never be got going again.

It is safe to assert that if Joseph FROSSARD had had the wish to develop Francolor and to aid Germany he could have made a turnover of hundreds of millions for it. It would have been sufficient for him to accode to the wishes of the Germans and/inaugurate manufacture of war-material (gases and explosives) either at Villers St. Paul or at Gissel.

Instead of this, it is clear that the sales figures in the Frencolor factories were lower than what they were when these plants were in the hands of their former proprietors.

In conclusion to what I have just said, I think I can affirm that the Francolor operation was a real act of spoliation.

We had thought after WIESHADEN, in spite of von HERGEN's brutality, that I.G. as for as it was concerned, morely aimed at wiping out the clauses of the Treaty of Versailles and its industrial defeat of 1929, in one word we thought that it aimed at recuperating the supremacy it had held in the dyestuff field. TRANSLATION OF DOGUNTET NO. NI -4889 (cont.)

President original

All our efforts dere directed towards a maximum limitation of this action, and they were always subject to the fact that we were defeated.

Today we are convinced that I.G. wented even more.

Documents published since the Liberation prove indeed that the Reich had really destructive intentions as regards our national industry.

I have heard that the American authorities have discovered documents in Frankfurt which refer to:

- a) the study: "Elimination of German Resources of War" submitted to the Committee for Military Affairs in the American Senate;
- b) the article which appeared on 1 August 1946 in the Berlin paper "Weltbuchne", signed by Albert NORDEN.

It may be gathered from these documents, indeed, that already in the month of August 1940 I.G. had submitted to the officel organs of the Reich a complete program for the enslavement of the entire French chemical industry.

On Interrogetion:

I have been able to give you a survey of the Francolor production during the four years of the occupation. The plants manufactured dyestuffs, intermediary products, accessory dye products, chemical products, plastics and a few pharmacoutical products.

 Dyostuffs — The production of dyestuffs in France including STEINER and SAINT FONS was:

> 1939 - 12.380 tons 1943 - 3.025 tons 1940 - 10.925 # 1944 - 2.081 # 1941 - 6.400 #

1942 - 5.5810

whilst during the occupation Gorman imports of dyostuffs in France incrossed considerably and reached a figure of 1,500 tens in 1942. with the same

TRANSLATION OF DOCUMENT NO. NI-4889 (cont.)
OFFICE CHIEF OF COUNSEL FOR WAR CRIMES

Page 15 of original (cont.)

2. Intermediary Products, To my knowledge there were no deliveries of intermediary products which could be put to use for the war-industry apart from 7-800 tons of phenol, the existence of which

Page 17 of original

the Germens know, and which they had domanded.

- 3. Accessory dye-products. To my knowledge, the products delivered during the occupation could only be used for dyes and not for the manufacture of explosives and gases.
- 4. Chemical Products and Plastics. The production of these products was reduced considerably and it was not possible in any way to utilize them for the manufacture of explosives or gases. As for phermacoutical products their production was negligeable.

On Interrogation.

At the time of the negotiations for the creation of the Francolor company, I felt like my colleagues that serious pressure was being put on me. Indeed, in addition to the explanation I gave you at the beginning of my statement I must point out that at the conference on 21 Hovember 1940 HEMEN interrupted us violently by benging on the table and shouting that he considered it an insult to talk of the 1927 agreements still holding good after the German victory in 1940. After you SCHNITZLER had spoken HEMEN again intervened. He urged us to come to an agreement with the representatives of I.G. FARBEN, otherwise the fate of our industry would be settled by the peace-treaty and until then we should have to deal with the Military Commander. He also declared that if we agreed to being put under the control of I.G. they would respect our existence, which implied that if we refused the French dyestuff industry would no longer exist.

These threats were serious, for the memorandum of 3 August 1940, sent by I.G. FARBEN to the government of the Reich and discovered by

TRANSLATION OF DOGUMENT NO. NI-4689 (cont.)

Page 17 of original (cont.)

the American forces, planned for the destruction or absorption into I.G. FARBIN of the chemical industries in the different countries of Europe, including England.

It is certain that at the time I was not aware of the contents of this document, but I knew the attitude of the leaders of I.G. FARBLEN. The latter had always sought to extend their hegemony over our industry, for example when, during the course of the negotiations which proceded the 1927 agreement, they endeavored to make us admit the principle of the creation of one single French company in which there would be grouped together the whole of the national dyestuff production and in which I.G. FARBEN claimed already to held 50% of the capital stock. I must add that these threats were supported by the memorandum drawn up by I.G. FARBEN and which was given us on 21 November 1940. This memorandum which is of extraordinary violence contains facts stated without any precision and

Page 18 of original

which were undoubtedly included for the purpose of intimidation;

On Interrogetion.

The "Central Dyestuff Company" /Centrale des Matieres Colorantes
C.M.C.) , a private organisation for the production of dyestuffs in
France, had decided at the end of 1928 to form a company for the finishing of products and the manufacture of dyestuffs in Poland at WINNICA.

I.G. FARBEN learned of this through the 1927 agreements and demanded
a 50% participation in the capital stock of the WIM ICA company:
We felt ourselves compelled to accept this proposition for if Germany
had no right to have dyestuffs manufactured in Poland, it was possible
for her to sell them and new competition would have developed on the
Polish market, in contradiction with the very object of the 1927
agreements. After the creation of FRANCOLOR we had to give up to
I.G. FARBEN the participation in the Central Dyestuff Company

TRANSLATION OF DOOUNEMY NO. HI-4889 (cont.) OFFICE CHIEF OF COUNSEL FOR MAR CRIME Prgo 18 of original (cont.)

(KUHLMANN and ST. DENIS) since we were forbidden all activity in the dyostuff field.

I am submitting to you 3 copies of my pamphlot entitled "History of a negotiation" which I had printed secretly in PARIS in 1942 so that the personnel in our enterprises should know what was going on.

I am also giving you four lists together with two charts which constitute the information supplied to the expert who was designated by the exemining megistrate in the proceedings which are pending in PARIS and which relate to the FRANCOLOR production during the Gorman occupation.

I am also giving you three copies of a translation dated 1 August 1946 of an article which appeared in the WELTBUEHNE on 3 August 1940 on I.G. FARBEN and which was discovered by the American Army.

We take possession of different documents submitted by the witness, having marked them in his presence "Ne varietur".

:Ronds, porsists and signs;

C. GERTHOFFER Signed: PERRIN R.J. DUCHEMIN

CERTIFICATE OF TRANSLATION

I, DOROTHY B. PLUMER, USFDT 482, hereby cortify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the Document No. NI-4889.

> DOROTHY E. PLUMEUR USFET 482

28 July 1947

THD

AFFIDAVIT

I, Friedrich Herman tor Meer, after having been informed that I will be himble for punishment for making false statements, herewith state under eath, voluntarily and without coercion the following:

I state the following in regard to the question of the FRANCOLOR regatistions:

Together with other gentlemen, von Schnitzler as chairman, and excelf had a leading part in the Wicobaden discussions. Those meetings were preceded by preparatory conferences between I.G. Farble and envey Hemmen which only partially I attended: I suppose that von Schnitzler — whally together with Kugler, carried on the discussions with the armistice commission. Possibly tor Hear participated, too. Without being able to say so definitely, I suppose that during these preparatory meetings Herr Hemmen was informed especially about the injustice which I.G. (or its legal predocessors) had to suffer from the French in the years 1920/23.

I can no longer exactly say who undertook the decisive step in order to start negotiations with the French chemical industry. I remember, however, that wen Schnitzler once told in that the French group had tried to approach us through our Swiss friends. As far as the German government on the one hand and I.G. Ferben on the other hand are concerned, I wish to say, more or loss according to my intuition; that I.G. F. rben developed its own initiative in this matter. Between the official "New Order" of I.G. Farben in August 1940 and the Micsbaden discussions, an internal report; the author of which according to my recollection, was Mugher, was presented to Morr von Schnitzler and myself.

Von Schnitzler and I conducted all of Francolor negotiations Although Schnitz was advised in broad outlines and was kept informed he cannot, in this respect, be put on the same level with von Schnitzler and myself.

Envoy Rearon presided at the beginning of the Wiesbaden conferences. I can remember that his statements were definite, energetic and determined. I.G. explained briefly its "claim to leadership" (Fuchrungsansparish");

(Page 2 of the original)

The word itself was probably coined by Herr von Schritzler. It is an alegant expression for approximately what was later put down in the Francelor agreement.

Imong the representatives of the French chemical industry who were present, Herr Hermon's manner of negotiating may have created the impression that either they comply with the wish of I.G. or they would have to deal with the German military authorities in France. I can no longer femanher whether Herr Hemmen expressly voiced this alternative. However, I have definitely the impression that the Francheen gathered from Herr

Hommen's statements that in their own interest, it was better for them to enter upon the negotiations desired by I.G. The hegetiations which were later on continued in Paris with the French became progressive, more friendly.

Although in this entire matter, the initiative was not furnished by the German government, I nevertheless believe to remember that the German military government and the Reich Ministry of Economies gave every support to I.G. Farboni I cannot remember any details. But wholly from the point of view of negotiation technique, I want to say that during the negotiations, - for example during a visit of Mr. Fressard, - the French group would probably have assumed a position which would have been much more difficult for the I.G. if the government had not maintained this line.

I have carefully read each of the two (2) pages of this affidavit, have countersigned then personally, have made the necessary corrections in my own handwriting and countersigned them with my initials, and I herewith state under each that in this affidavit I have said the pure truth according to the best of my knowledge and conscience.

(signed) Dr. Fr. tor Moor /t/ FRIEDRICH HERHANN TER MEER

Sworn to and signed before me this 22nd day of April at Palace of Justice, Buernberg, Germany, by Friedrich Hermann ter Heer, known to me to be the person making the above affidavit.

igned) Randolph H. Newman
/t/ RANDOLPH H. NEWMAN, Attorney
U.S. Civilian B 397712
Office of Chief of Counsel
for War Crimes
U.S. Har Department

CERTIFICATE OF TRANSLITION

I, JOHN H. BOLL, AGO No. A-444412, horoby cortify that I am' thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-6537.

JOHN J. BOLL, U.S. Civilian, AGO No. A-444412.

END

AFFIDAVIT

I, Dr. Hans K U G L E R, after having first been warned that I will be liable for punishment for making a false statement, state herewith under each, of my own free will and without coercien, the following:

A) The peneral policy of the I.G. Furben with respect to the acquisition of factories in occupied or conquered territory, cannot easily be expressed in uniform terms. In the dye-stuffs field in particular, — in our relation to the two producer — groups which are mainly concerned, this is the Polish and French factories — we were chiefly interested in making it possible for the I.G. to acquire control over the regulation of production in the larger economic sphere of German influence, another aspect to be considered was that we did not want other commonic circles, especially political circles which were closely connected with the SS to get into the dyestuffs industry. The accuisition of factories in other fields was to a certain extent not desired by the I.G. and they only proceeded to it with reductance.

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- b) With regard to France in particular I can say the following:
- 1. Already before the empaign in France began German newspapers. For example the "Doutsche Volkswirtschaft", discussed the problem of the new order in European secondary. It was obvious that within the francowork of these discussions the I.G. should also think things over. When France was defeated the Reich Ministry of Economics asked the I.G. Farben for its opinion. The result was the "new order". It was submitted to the official authorities at the beginning of August. The basic idea was that of the

stuffs industry and the amalgametion of the French dyestuffs industry in such a way that both production and distribution dould be controlled by the I.G. who within the I.G. first brought up this idea of a participation in the capital, I can no longer say for sure. To give a negative answer, I can only say that it did not come from me.

Originally we suggested to the German Reich that it should acquire 50% of the amalgamated French dyestuffs industry. I presume that later 51% was asked for, as the Military Commander in France, Michel, or his staff, had nointed out to us that a new provision supplementing the laws governing

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French stock considerably strengthened the position of the president. As we intended to make a Frenchman president we wanted a compensation. Our jurists and Dr. Kuemer himself draw up an expert opinion on the matter.

2. During the period from the armistice (June 1940) up to the conference in Wiesbaden (November 1940) there were repeated internal discussions between the representatives of the I.G. and the ambassador Hepmen. These negotiations probably began already in July 1940. The I.G. was represented at the first conference by von Schmitzler, tor Meer and myself; later on by ter Haar and Dr. Krueger also from time to time, Herr Hemmen had as his assistants Freiherr von Maltzahn and Regiorungsrat Schoone. The object in view was that of mutual information: Hemmen was to tell us about the situation in France which he know particularly well through General Huntziger, — and we were to inform Hemmen about our idea. It was already decided that contrary to our viewpoint in the "new order" there would be no question

of a sequestration of French industry as had happened to a certain extent in Poland. Amongst other things the point was discussed whether it would be exaction to begin negotiations at once. For the date of action we needed the agreement of the government.

It was planned that at the conference in Wiesbaden Herr Hemmen should preside on the first day and should explain the general situation to the French, including the I.G.'s "claim to control" ("Fuchrungsanspruch").

3. Herr Herman did netually preside on the first day of the negotiations, 21 November 1940, and pointed out the concral situation to the French. He underlined very vicorously the fact that with the development of the French dyestuffs industry after World War I it would be impossible to avoid an agreement on the basis which the I.G. had in view. The French had to ot the impression that a new management of the French dyestuffs industry would necessarily follow on the basis of the "claim to control" ("Fuchrungsanspruch"). and this impression was conveyed by the manner in which Herr Henmen conducted the negotiations. They were not allowed to think that if they denied the claim to control everything would remain as it was. In other words: a refusal of the claim to control seemed impossible. Whether Hermon's method of negotiating should be described as vigorous or dictatorial is a matter of interpretation.

On the second day, that is, on 22 November 1940, Herr Hemmen did not attend. The negotiations were conducted by von Schnitzler. He explained the claim to control in detail. The French conception that the old a recements were only suspended through the war

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and had not been cancelled, were cate orically denied by

von Schnitzler. (We-had-already-asked-the-legal-department
-Crossed out in originalef-the-Kaiser-Wilhelm-Institut-te-draw-up-their-epinien-in
the-matter.) We demanded that the French dyestuffs factories
should be incorporated in a new firm; that the I.G.Farber
should acquire the majority in this; that exports should be
restricted and subject to new regulations; etc. The negotiations
were conducted more empressively on the first day but on the
second day also we pointed out with some force that the claim
to control (Fuchrungsanspruch) was now definitely made.

I had dictated a report of the negotiations whilst Schnitzler corrected and signed it.

4. The negotiations continued after the Viesbaden conferences. We looked upon them as an affair which concerned the I.G. Farben and in which the support of the German government was certainly desired but in which we needed neither directives nor advice from the government. With respect to all negotiations undertaken by Michel's staff (Michel himself, Kolb, Neef or others) with the French we received reports through Dr. Kramer which were sent to the central Farben committee, that is, to von Schnitzler, Waibel, Kuepper, Kochlor, ter Meer and myself; whenever they were sent to Berlin, they were received at least by ter Haar.

I presume that the German military government had also explained to the French that with regard to the claim for control they had no alternative.

Before I described the behavior of the Frenchman after Wiesbaden, especially that of Herr Fressard, with the words "He made the best of it". By this I meant that in the given circumstances they accepted. The French - and this was true of Vichy as well as of French industry - had to adopt themselves to the situation as we had had to adopt ourselves before.

The French also made a restriction to this effect in the ereamble of the Francolor Agreement in which they declared that the
whole agreement was a result of the provailing collitical constellation. It is true perhaps that this preamble was not
particularly agreeable to us; however, we had to out up with it.

5. About Rhone-Poulenc I have only very slight information.

I not Herr Mann by chance in Paris at that time. He was negotiating with Rhone-Poulenc. An understanding was desired with Rhone-Poulenc in particular with respect to the trademark "Aspirin". When Mann informed me of his intentions as regards Rhone-Poulenc ter Hear was present.

(base 4 of original)

The initiative during the negotiations was most probably taken by Harr Mann, just as in the long run the settlement with respect to France stemmed from von Schnitzler. It was in k aping with the organization of the I.G. to leave the helds of the sales combine a free hand.

I can no longer say today why I wrate to Herr ter Hear at that time with regard to Rhone-Poulenc that in his memorandum about the conferences he had intentionally refrained from mentioning Mann's idea of a 51% participation. It is possible but only a subsequent conclusion of mine that he may have had the feeling that the claim was not founded.

C. Poland.

1. In the case of the Polish dyestuffs factory a few days after the outbreak of the war with Poland the I.G. sent a tologram to the Reich Ministry of Economics offering it the services of people from the I.G. The sim to begin with was to make sure of the dyestuff stocks in Poland which would fall into German hands with the advance of the German army. When we sent the telegram Lodz had already fallen, but not Warsaw as yet. The securing of dyestuff supplies was in order to assist

the German war economy. One has to take into consi cration the fact that a considerable part of the other dyestuff factories lay in a part of Germany which was directly menaced through the wer with France.

The result of our action was that 2 I.G. employees, a technician and a business man, Schwab and Schoene, were appointed as administrators (Kommissars) of the Polish factories.

2. I believe that in the middle of Sentember already it was clear that the German government intended to sequistrate the whole of Polish industry. Already at that time the I.G. Farbon entertained the idea of acquiring one or the other factory in Poland. I have already spoken about the reasons in my introduction.

I have carefully read each of the 5(five) cases of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(signed) DR. HANS KUGLER

Sworn to and signed before me this 23 day of april 1947 at Palace of Justice, Nuraborg, Germany, by Hans K u g 1 c r, known to me to be the person makin, the above affidavit.

> (si ned) Randelph H. Nowman attorney U. S. Civilian B 397712 Office of Chief of Counsel for War Crimos U.S.War Department

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 4670. DOROTHY E. PLUMER USFET 482 16 June 1947

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COFY OF DOCUMENT No. NI - 5193 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, GEORG VON SCHMITZLER, member of the Verstand of I.G. Farbenindustric from 1925 until 1945, after having been warned that I will be
liable to punishment for making a false statement herewith state the
fellowing under eath of my own free will and without coercion.

1. In the first four paragraphs of my affidavit of 4 March 1947, which I subscribed to before representatives of the Office of Chief of Counsel for War Crimes, I have stated the true circumstances under which I gave information, by means of statements and interrogations, concerning the I.G. Farbenindustrie and other matters to Allied investigators in 1945. These four paragraphs should also be considered as an introduction to this affidavit. Below I consider further statements or interrogations which I subscribed to during 1945, and which I was shown and which I have re-read between 18 February 1947 and the present time. At the time I subscribed to these statements or interrogations in 1945, the matters to which I subscribed were true to the best of my knowledge and belief at that time. The errors I new find after re-reading these statements or interrogations mentioned below are set forth below after the text of each of the statements or interrogations.

2. On 31 August 1945, I signed a three page statement entitled "Statement re negotiations with the British and French authorities and industries after the conclusion of the Versailles Treaty", the text of which follows:

"then the World war I came to an end, the factories of I.G. on the borders of the Khine were occupied and so-called control-officers were appointed, who had the task not only to supervise that no products for an eventual enfare should be fabricated but endeavoured to study all processes in order to get full knowledge of the whole dyestuff-pharmaccutical and nitrogenindustry. It was a legalised "Mork-Spionage" of the highest degree. The men appointed by the British and French military "therities were chemists, partly employed by the state, partly by the private chemical companies of England and France. Dr. Bosch who at the time was the head of the Badische Anilin and Sodafabrik, " - the first one, who in autumn 1919 started

G v Schnitzler

negotiations with the well-known French minister Loucheur for the construction of a factory of nitrogene after the so-called Haber-Bosch process near Toulouse.

Shortly afterwards negotiations with the French dyestuff-industry represented by Mr. Fressard were inaugurated and lead to the conclusion of the so-called Gallus-Vertrag, which provided for a technical help in the whole dyestuff-domain to be given by the I.G. firms. This help has been carried through under the leadership of Dr. Krekeler, first technical director of Leverkusen.

As a countervalue the French group paid a lump sum of I think some 6 million francs suisses, and had additionally to pay an annuity of 50% of their net profits for a very long period.

A third agreement was concluded on behalf of I.G. by Carl ven Weinberg with the Reparation-Commission by which the clauses of the Versailles treaty concerning the delivery of 25% of the current production in dyestuffs and nitrogene to the Allies as reparations in kind were substituted by the obligation of I.G. to supply the Allies at "most favoured prices" on reparation account. How successfully Mr. ven Weinberg had dealt with that question become evident by the fact that instead of the theoretical 25% of the production

(page 2 of original)

upon which they theoretically had a right the Rep. Commission only has claimed 7% in the average of the years 1920-25.

Mand in hand with these 3 agreements the technical control in the factories was lifted and the officers of central disappeared; the control of the production became invisible in such a way that it was limited to a more supervision of prices.

On the verge of the year 1922/1923 a change took place as the German government declares itself unable to centinue the payment of reparations as it had done up to them and the se-called Ruhrwar which lasted nearly 10 months brought a break into the fulfilment of the 3 before mentioned agreements. During the year 1925 the Etablissements Kuhlmann got control over the Compagnic Générale des Matières Colorantes, which had signed the Gallus-Vertrag, and Kuhlmann refused to recognise the validity of the Gallus-Vortrag, when the Ruhr-war was over. Thus the Gallus-Vortrag had only lasted for 2 years and no payments apart from the lump sum had been made as the French group pretended not to have made any profits during those 2 years. A state of tension between the two industries followed, which only was bridged after the conclusion of the cartel-agreement in 1927. During the se-called Huhr-war it came again to an occupation of the factories of Hoochst and Ludwigshafon/Oppau by Franch troops and with the aid of Alsatian workmon great quantities of dyestuffs and nitrogene were taken away.

The factories come to a complete standstill which practically persisted the whole year. Only in November 1923 negotiations were started in Coblenz, which resulted in a reprisal of the deliveries of dyestuffs and nitrogene as well as of the current production. These negotiations have been conducted in a moment of the extremest emergency, but it was doubtful if the Reich would recognize this agreement as valid, as it had been made at a time when the official

obstruction was still going on. Fortunately for I.G. as well as for the negetiators, who acted under their ewn responsibility and did expose themselves to punishment by the authorities of the Reich - the Reich took over the financial obligations arising from the agreements of Coblenz and the agreements made formerly by Hr. von Weinberg was coupled with the treaties of Coblenz in such a way, that the last year of the reparations in kind -1924- passed without further incident. It will be remembered that the British government

(page 3 of original)

did not participate in the Ruhr-war. Thus the factory of Leverkusen was neither occupied by British troops nor was the production of it hindered. - Leverkusen could continue its business without interruption and even could send its goods unmolested through the French occupied Ruhr-territory in the unoccupied Germany as well as into foreign countries.

At what precise date the British control of Leverkusen came to an end, I can't recollect, it had never been as sharp as the French one in Houchst and Ludwigshafen. At all events it coased with the readiness of the I.G. firms to conclude with the British Dyestuff Corporation a similar agreement as had been concluded with the French industry. The two industries came to terms but the British government refused its approval. - Negotiations of the same kind were never renewed. -

Only at the beginning of 1932 - in the meantime Brit-Dyestuff Corp. and been absorbed by Imperial Chemical Industries - this latter Co. joined the se-called 5-party cartel in special cartel-agreement, which was destined to last till 1968:

Frankfurt, Aug. 31th, 1945

(Signed) G. von Schnitzler.

Ps. The chief reasons for the French group to conclude the Gallus-Vertrag consisted in their need for technical help as they were technically for behind I.G. -

This technical inferiority in comparison with I.S. can up to now be considered as a motiv for the French industry to renew possitrents with I.G.

(Signed) G.v.S."

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief. In my opinion this account of the historical development is very important for understanding the Francolor agreement.

3. On 30 August 1945, I signed a one page statement entitled "Statement re. the attitude of the French dyestuff-group after the defeat of France", the text of which follows:

G v Schnitzler (signed)

"The "Blitzkrieg" (lightning-war) of 1940 had left the French dyestufffactorios in Paris-St. Donis, Villors and Oissel (near Rouen) unharmed. - But owing to the lack of coal, electric power a.s.o. they very soon came to a total standstill. M. Joseph Fressard, the man, who is still the spirit of the French dyestuff-industry as well as he is its creator but whose nerves after a long life - he is 66 of age and has lived through many set-backs - have suffered, has not had and purhaps could not have had the moral strength to let things go as they were and to simply wait. As the 3 factories apart from Phonol and Contralite for powder had no "kriegswichtige Produkte" on their list, and as Phonol and Controlite at the time were not scarce, the Mehraneht was not interested in the factories, and there was no chance to be seen that under the armistice they could come to a new activity. - Fressard consequently started nearly at once - I think it was in August - with his endeavours to come on speaking torus with us; he not only addressed Dr. Kramer in Paris, but he let me knew through Mr. Kouchlin of I.R. Goigy in Baslo that he was desirous of a compression with us. - We saw Mr. Ko chlin in Uctober 1940 in Zürich. Motwithstanding the applications made by I.G. to the German Gevernment I was not in hurry to react on those suggestions. - As we were not prepared to renew our relations with the French group on the basis of the old cartel-agreement, but aspired to a much deeper rooted agreement, I thought it advisable to let them simmer in their own juice and to want, till they asked for such private negotiations through the official channel of the nrmisticu-commission.

This happened very soon, and on the demand of the Franch Government we first met in the second half of November in Wiesbaden. But Fressard was not among the French representatives. Duchemin and Thesmar, both now members of Conseil d'administration of Francolor, represented the French industry and Duchemin based his arguments for the reprisel of the old eartel-agreement on the "official policy of collaboration" laid down by Hitler and Pétain at Monthoire.

Frankfurt, Aug. 30th, 1945.

(Signed) G. von Schnitzler."

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief.

4. On 5 September 1945, I signed a one page statement entitled "Statement regarding the French Chemical Industry", the text of which follows:

"The relations between the German and French chemical industries have always been some what closer than the relations between the other producing companies in the dyestuffs domain. In former statements, I reported of the technical help which the French dyestuffs industry, from the very beginning of its existence, desired to get from I.G.; the first contract between the Compagnic Generale des Nationes Colorantes, and the I.G., the so-called Gallus-Vertrag, signed in 1921, had its basis in the granting of a large scale technical equipment which I.G. had to furnish. The factories of Aze-dyes and their intermediates, in Oissel and Villers, are entirely built up on the plan gotten from Leverkusen and based on the model of Leverkusen.

G v Schnitzler (signed)

134

COPY OF DOCUMENT NO. NI - 5193 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES CONT'D

The precedure for phtalic acid, an intermediate for vat dyes, as well as a component for lacquers, goes back to a license and to the know-how granted by Ludwigshafen. The Gallus-Vertrag become the victim of the Ruhr War. When in 1927, in connection with the France-German negotiations for a commercial treaty, a new scheme for further tearwork was elaborated and the idea of a cartel based on the reciprocal turnover first materialized, this time, again, it was provided that technical help should be granted whenever it was in the interest of both parties concerned. Hereby, it was understood that whenever the French group should be under-delivered, the I.G. would, among other measures to be taken on the commercial side, supply the French group with licenses on new products and eventually the necessary know-how, in order to help them break even again.

This special France-German agreement including technical help, remained in force during the whole time that the existence of the se-called four party cartel agreement was in effect, which in itself had only commercial clauses, and purposes.

When Duchemin in Movember, 1940, in Weisbeden, made the suggestion to renew the cartel agreement, he undoubtedly had this technical problem as its first aim in mind, and we ourselves in our counter-proposals laid down in the memorandum of Weisbaden, took the same line, knowing that only by offering the technical teamwork, we would convince the French group to accept our proposals. In the Francelor agreement the clauses dealing with the technical help to be given, have always been considered by us as being the most important ones for the French group, notwithstanding the fact that the Francelor agreement and only been in force for a little more than two years, a substantial technical help, particularly in the field of accessory products for textiles and for cleansing purposes materialized.

I am cortain that the "rench industry would only be too glad to resume those cartal relations with I.G., and if this supposition of mine is right, I am ready to claborate more fully the propositions which are adapted to the present situation.

Frankfurt, September 5th 1945.

(Signed) G. von Schnitzler."

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief. This statement shows with what optimistic prospects I still viewed the situation in September 1945.

5. On 14 September 1945 I signed a one page statement entitled "Short statement to the personal situation of the French people having dealt with I.G.", the text of which follows:

"In former statements I repeatedly pointed out that I.G. always endeavoured not to harm private interests whenever it was in their power to not accordingly. Thus in principle whenever I.G. acquired a property in the conquered countries the men on the spot were kept at their post and their salary remained unchanged. By taking over the 51% interest in FRANCOLOR one single man had been refused but not for political reasons, but for lack of personal reliability: Mr. Auguste RHEIN, Alsatian and formerly till 1919 employee of Endische Anilin - and Sodafabrik. On the other

G v Schnitzler (signed)

135

hand it was provided for that RHEIN could remain with the Kuhlmann Company and that he was put in charge of the products of FRANCOLOR, the sale of which remained with the se-called mother-houses. All other men kept at least their former income and some of them. like Ar. Francois who became head of the commercial department were substantially raised. The leading personalities in FRANCOLOR will have had another advantage in so far as - to the best of my knowledge - they had a personal share in the Compagnie de St. Clair du Rhône. - This company was evaluated at 12% of FRANCOLOR's total assets = 96 million francs. The nominal capital of the Co. was insignificant. As the Vichy government in a special law re FRANCOLOR (16. XII. 1941) granted the revalorisation free of taxes, the shareholders of St. Clair du Rhône realized a substantial indirect benefit.

Not less favourable was the solution carried through for Nulhouse-Dornach.

This company again was revalorised at a rate entirely out of proportion with the neminal capital = 2 million marks = 40 million francs; leaving about this the newly built little plant in St. Clair du Rhône to the Roesler family. - In addition Mr. Armand Roessler, a naturalized wiss citizen, who died during the war received a personal retainer of frs. subsets 250.000.-. The company Mulhouse-Dornach itself which during the first years of the war had worked at a loss was restored to a sound financial basis and paid for the year 1943 6% dividend. Not only the capital amount of 20 million francs but also the dividend of 6% could be transferred in French francs to St. Clair du Rhône.

Frankfurt/Main, September 14th, 1945 signed: G. von Schnitzler."

This statement still appears to no to be entirely true and correct to the best of my knowledge and belief.

- 6. On 18 July 1945 I signed a four page record of an interrogation which generally concerned the French chemical industry, the text of which follows:
 - "Q. When were the I.G. plans for the formation of Francolor first crystallized?
 - A. This I can easily tell you. It was at the luncheon after our assembly in 1940 -- could be the lat of August.
 - Q. Can you tell me briefly what the general theory of I.G. was in regard to the formation of Francolor?
 - A. Yes. Ity idea was to create peace between the French and German dyestuff industry and to eliminate all friction. This friction came from the first war.
 - Q. What were the instructions or the theory worked out in regard to the French dyestuff industry between the Nazi government and E.G.?
 - A. The Mazi government had nothing to do with the whole affair. It was an entirely proper private affair of I.G.

- Q. Were there any discussions in August 1940 or before August 1940 between officials of the Hazi government and I.G. in regard to the French industry?
- A. No, I can't remember.
- Q. Whether or not there have been discussions between I.G. and the Nazi government in regard to the French industry?
- A. Hot in Berlin.
- Q. There?
- A. Only inside I.G. discussions. The government did not interfere at all.
- Q. Did the government take any part in any discussions with I.G.?
- A. No.
- Q. There were no discussions between Officials of I.G. and officials of the Hazi government in regard to the treatment of the French dyestuff industry?
- A. I can only tell you that the government, that means the Armistico commission in Wesbaden, or Reichwirtschaftsministerium or in Paris General Michel were only helpful to bring our plans through.
- Q. Was there ever any correspondence between I.G. and Reichswirtschaftministerium in regard to I.G. treatment of the French dyestuff industry?
- A. No. I cannot recollect.
- Q. Was there may correspondence between I.G. and the Reichswirtschaftsministerium in regard to the French dyestuff industry?
- A. I can only tell you the first plan came out of that luncheon on August 1st and lasted very long, the ideas came into discussion also with other people of the Aufsichtsrat, it was mostly Schmitz, ter licer, and I; we worked the idea out, to come to a private arrangement with the French dyestuff industry with a "Mapital-Verpflechtung."
 - Q. Did you over send your proposals regarding your treatment of the French dyestuff industry to the Reichewirtschaftsministerium?
 - A. You.
 - Q. Then there were discussions between you and the Reichswirtschaftsministerium regarding the treatment of the French dyestuff industry?
 - A. Yos.
 - vS. Q. What was the dispertof the discussions between I.G. on the one hand and officials of the Easi government in regard to the treatment of the French dyestuff Industry.

(page 2 of original)

A. I think you can find it in our files. We have made an entire plan how we wanted the French problem to be treated.

G v Schnitzler (signed)

- Q. And what did you propose?
- A. I proposed to the government that we should take a capital interest in the French company on a purely private economic basis. The help of the government only started first in Mosbaden.
- Q. With which German government official did you speak in regard to the German French peace treaty?
- A. I think I have only talked the matter over with the Referent vs. Ministerial dirigent Muxlert.
 - Q. And you never spoke to anybody else?
- vS. A. Probably I spoke with Mr. Schlotterer Schlottererwas Ministerialdirektor in the RML. There was another non over him, you Jagwitz.
- v3. Q. Unet was the position of Mr. Mullert?
- vS. A. He was a very important ran. He was the ran in charge of the chemical department in the Reichswirtschaftsministerium.
 - Q. I.C. wont to the government and said I.G. wanted to deal with the French dyestuff industry on a private basis, and the Mazi government said "go shead" is that right?
 - A. No, you must allow me
 - Q. You made an idea (proposal), i.e., I.G. submitted it to the Ministry of Economics. What the proposal that I.G. should deal with the French dyestuff group as to the formation of Francolor on a purely private basis?
 - A. That is not in my recollection. The negotiations with the French did not start from ourselves. We were in the beginning not so much interested. Then the French, with which we had been in estates agreement, approached the German Government through their own government that they could take up negotiations with us. That was in Movember. Our first idea arese in our brains on Aug. Ist.
 - Q. That was your idea?
 - A. To deal with the French dyestuff industry on a private basis.
 - Q. And the Mazi officials never indicated to you that they were opposed?
 - A. No. On the contrary. I was for the first time in Faris about 15 August. The moeting of August 1st was in Frankfurt. Then I went to Paris together with Terhan, not to see the French people, only to see the Gorman authorities, that was Mr. Michel, then a man who later on was in Denmark, Mr. Best. I teld them that I am of the opinion that the French chemical industry must exist, must remain there. The dyestuff problem came only to a practically solution by the French initiative, not by ourselves. I always favoured letting the French simmer in their own #8488 as you Americans say.
 - Q. Uhat was your proposal in regard to the French dyestuff?
 - A. That was more or loss a scheme of Francolor, to deal with the French on a private basis and take a capital participation.

G v Schnitzler (signed)

- Q. The Mazi government told you to take over the entire French dyestuff industry?
- A. No.
- Q. Why, then, did you write to the Mazi Ministry of Economics that you wanted to buy 50% of the French dyestuff industry from the Mazi government?
- A. That's an error. The government did not want to take the chemicals.
- Q. I know because we have the document's signed by yourselves!
- A. That I.G. wanted to buy 50% of the French dyestuff industry from the Nazi Roich

(page 3 of original)

I can't remember.

- Q. The document was signed by you in surner 1940.
- A. No, it was not our plan.
- Q. Was I.G. suggesting to the Masi government that they do that? You signed it. You made concrete proposals that 50% of the French dyestuff industry be bought from the Masi Reich, not from the ewners of French industry?
- A. I have forgotten it.
- vs. Q. Was it the original plan of I.C. to but from the Mazi government all the French industry including the dysstuff industry?
 - A. I don't think so.
 - Q. Why did you sign this letter saying that I.G. would buy 50% of the French dyestuff industry from the Reich?
 - A. Possibly in negotiating with the French.
 - Q. Then was it I.G.'s cam plan for the Hazi government to seize French industry including the dyestoff industry as in the case of Poland?
 - A. Yos, of Poland.
 - Q. And to treat the French industry in the same way, was it the intention of the Wazi government?
 - A. I can't tell. That was before the so-called collaboration time. It was in the first beginning before anything was done in regard to rancolor, that we wanted to buy 50%.
 - Q. Then?
 - A. Must have been August/September 1940.
 - Q. This it the original plan of I.G. that the Nazi government seize the entire French industry including the dyestuff industry?

G v Schnitzler (signed)

- A. We wanted to buy 50% of the French dyestuff industry -- from the government, because there was no possibility of negotiations. The possibilities came only when the collaboration era started.
- Q. What was the situation in August 1940 and the plans of the Mazi government?
- A. I can't tell you.
- Q. I report, in August 1940 was it the I.G. and Mazi government plan to seize the entire French industry including the dyestuff industry?
- A. Yos.
- Q. I.G. then proposed that it (I.G.) buy 50% of the French dyestuff industry from the Mazi Rolch?
- A. Yos.
- Q. When was the first indication you had on a basis of discussions with the Mazi government that the plan would be medified?
- A. After Honthoire. Hitler and Fetnin shook hands and there was erected the idea of collaboration. That have been Suptember/October.
- Q. After the French/German Vichy collaboration? Yes.
- A. Yos.

(page 4 of original)

- Q. The original plan of I.G. and the Mazi government to seize the French industry was medified?
- A. Yos.
- Q. The original plan had been for I.G. and the Mazi government to seize the F each dyestuff industry and any other industry, and for I.G. to purchase 50,5 of the dyestuff industry from the Mazi Reich? In that right?
- A. That is right.
- Q. Thy did I.G. then asked for 51% for itself and 49% for the French after the Mazi/ johy collaboration was established?
- A. That was firstly an interior reason that the technical man, Dr. ter lacer, etc. was of opinion that we must have 51% and secondly the new Franch law on so called Soci'd' to' Anonyme gave extraordinary rights to the President of the firm.
- Q. The was the first president of the Francelor?
- A. Frossard. I know him for 20 years.
- Q. Mr. Frossard was an exponent of Vichy/Mazi collaboration?
- A. Yes. He might be a Vichy ren, had the picture of General Petain over his desk.

G v Schnitzler (signed)

- Q. You recommended that Mr. Fressard be president of the Francolor because he was an exponent of I.G., -- Vichy--Mazi collaboration?
- A. We, of course,
- Q. You?
- A. Yos, I.

I have read the record of this interrogation and swear that the answers therein given by me to the questions of Mr. Meisbrodt and Mr. Devine are true.

(Signod) G. von Schnitzlor.

Vorstandsmitglied dor I.G.Farbenindustrie Aktiongosellschaft."

The statements I subscribed to in this interrogation still appears to me to be entirely true and correct to the best of my knowledge and belief, except that I should say the following: In the early part of this interrogation I forget entirely what has happened in the short period of the first two menths after the French collapse in 1940 because my memory was entirely over-slandowed by the Francelor agreement which came later. After the interrogator, Mr. Beisbrodt, refreshed my recollection he got me back on the track again. I had forgetten that shortly after the collapse of France, I.G. proposed to the Reich Government that I.G. have a 50/50 participation in the French dyestuffs industry. I wanted Mr. Weisbrodt to suppress that entire interrogation and start anew because I had entirely forgetten the earlier proposal, but Mr. Meisbrodt informed me that under American practice whatever has been recorded cannot be entited.

COFY OF DOCUMENT NO. NI - 5193 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES including the dyestuff industry. Is that right?

- 7. On 17 July 1945 I signed a four page record of an. interrogetion which generally concerned the French chemical industry, the text of which follows :
 - "Q. Yesterday you told us that in August 1940 it was the plan of the Mazi government to seize the entire French industry
 - A. Not to take over. "Beschlegnahme" means not as much as "seize" in English.
 - Q. To sequester the property?
 - A. Yes
 - Q. Based on discussions between I.G. and the Nazi Government in July or august 1940 I.G. mede the proposel to the Nazi Government that it be permitted to purchase 50% of the French dyestuff industry from the Nazi Reich?
 - A. Yes, eventually. That means for us
 - Q. Did you make the proposal to buy 50% of the French dyestuff industry from the Nezi Roich?
 - A. I think so it is in the letter to the Reich.
 - Q. Is that letter to the Meich signed by you?
 - A. Yes, it must have been signed by me.
 - Q. You then told us that after Hitler and Petain shook hands at Monthoire there was a change in regard to dealings with the French industry. It was to be on a collaboration basis in the purely economic sphere?
 - A. That is right.
 - Q. When did you first learn of this change of line? In regard to the treatment of French industry? --
 - A. What I only know is this: We wented to acquire 50% for us, of course it made no difference whether we bought them from the Roich or
 - Q. When did you first hear of a change of line?
 - A. Shortly after Monthoire.
 - Q. From whom?
 - A. From the newspapers or the discussions in Berlin.
 - Q. With whom?
 - A. Herr Mulert.
 - Q. Was there another meeting in Wiesbadon?
 - A. Wiesbaden comes later.

COFY OF DOCUMENT NO. NI - 5193 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES CONT'D

- Q. What happened at this moeting in Wiesbaden?
- A. The French group approached us.
- Q. Was this a meeting with the officials of the Nazi government?
- A. Yes, with Mr. Hemmen. He was charged with the negotiations as civilian head, was appointed by the Nazi government to handle armistice questions.
- Q. Who attended this meeting?
- A. On the part of the government Hemmen and Schone; of I.G. ter Meer, Myself, Waibel, Kugler, Eckart. In November 1940.
- Q. At this meeting minister Hemmen told you that you could deal with the French industry on a purely private basis?

(page 2 of original)

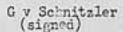
- A. Yes, we could deel with them on a private basis.
- Q. This was part of the armistice negotiations?
- A. Yes.
- Q. How were these negotiations conducted, what happened first?
- A. The French started these negotiations. The renewal of the cartel agreement was refused by me and Hemmen. We came to the idea that we should take a participation in the French industry, limiting strictly on the dyestuff field.
- Q. How much of the participation did you ask for in the French dyestuff industry?
- A. At that time neither the 50 nor 51% have been cited.
- Q. Did you hand the French a memorandum on that?
- A. Yes
- Q. Whon?
- A. In November.
- Q. Was this memorandum handed over to the French at the first armistice meeting?
- A. Yes.
- Q. Did you ask for a percentage of the French dyestuff industry?
- A. I saked for the "Fuhrungeanspruch". I can't tell you whether in this first memorandum we asked for the percentage.
- Q. What was the theory on which the memorandum was based?
- A. I have never asked the French any other figure than 51%.
- Q. You asked for 51% of the French dyestuff industry in the memorandum and never asked for less?

G v Schnitzler (signed)

- A. Never less than 51% (Fuhrungaanspruch means claim for leadership).
- Q. In your original proposal to the Mazi Reich you have asked for 50% of the French Industry?
- A. Yes.
- Q. Why was it that you now asked for 51% in regard to your dealings with the French on a purely private basis?
- A. This was due to an innerpolitical development inside I.G. I would only have asked for 50% but the technical men said we must have 51%. In-the-meantime the new French-"Aktiengesetz" has appeared.
- Q. Whom did you recommend for president?
- A. We have recommended Fresserd.
- Q. Ho was a Nazi/Vichy government collaborator?
- A. Yes. He was the only men who was ready and able.
- Q. Any who were the other members of the French board?
- A. Duchemin.
- Q. Was he a collaborator?
- A. Yes, to a certain extent.
- Q. All the other members who became leader on the French side were colleborators?
- A. Yes, more or less adhering to Petain.

(page 3 of original)

- Q. Who were the representatives of I.G. in the board?
- A. We word four, I, Dr. tor Mear, Dr. Ambros, Waibel.
- Q. Who had recommended Frosserd for the position as president?
- A. I said to Mr. Duchamin, the president of Kuhlmann: Of course, there cannot be any doubt that Freesard would be president.
- Q. You recommended him?
- A. Yes.
- Q. And the French agreed?
- A. Yes.
- Q. Were there any members of the original French company who did not become members of the new Francolor?
- A. We took all the personnel over with the exception of M. Rhein.
 He was an emphayee of the Badische Anilin und Sodefabrik
 Ludwigshafen, before the first world war. He was not apt for
 military survice. During the first war he was in Ludwigshafen
 as a German subject, being Alsatian by birth. After the war he
 became French.



- Q. Was he a member of the original company? I.G. felt that they could not control him?
- A. Yos, in a certain way. We refused him from an economical point of view, did not think him reliable.
- Q. How many French dyestuff companies were there before the war?
- A. Practicelly only three.
- Q. Of these 3 French dyestuff companies how many would join the new Francolor?
- A. All.
- Q. In the newly organized German/French company the entire French dyestuff industry was absorbed?
- A. Yes, except two smell fectories. They did us no harm-
- Q. Did you have them closed?
- A. Partly having closed them and partly giving them the products of Francolor to soll.
- Q. You controlled them?
- A. Indirectly we controlled them.
- Q. What happened to all the stocks, properties, otc.?
- A. All was absorbel.
- Q. What happened to the foreign properties of the company? What happened to the stocks in South America? Were they absorbed by the new Francolor?
- A. In principle the Francolor took over everything concerning the iyestuff domain including the foreign holdings, but only if they could be reached.
- Q. Because you could not reach the South American stocks you could not take them over?
- A. Yos.
- Q. As a result of the negotiations the Alsatian-Lotharingian property got into the control of I.G.?

(page 4 of original)

- A. Yes. Later on. We had to take over the control from the authorities in Strassburg. The Reich considered this Alsatian property as seized and not to be free for negotiations of a private character. We could deal about the whole French position all over the world, except this small factory in Mulhausen.
- Q. Did you propose that only the I.G. controlled Francolor be permitted to deal in dyestuffs and to control the entire dyestuff industry?

- A. Yos.
- Q. Did you also propose that all constructions either new construction or enlargement of existing plants in regard to chemicals which could be used in the armament field be under the control of the Reich?
- A. I think so. That has nothing to do with Francolor.
- Q. In regard to chemicals what did you propose as to a cartel arrangement?
- A. This is difficult for me to answer. You know that our firm is split up in different departments. I did not handle the chemical matters.
- Q. How did you propose to control the resources of greater German controlled Europe in regerd to your dealings with countries of the world which were yet free, e.g. the USA?
- A. We followed simply the governmental lines. This thought of Grossreum-Wirtschaft should work in such a way that the total of the European countries should have an entire uniform policy.
- Q. What was this policy in regard to Chemicals in the armement sector? Did you, for example, hope to negotiate with the United States with respect to chemicals in the Military sphere through your control of South American markets?
- A. Nover. Nothing so far reaching.
- Q. You intended to use your certol foreign participations and exchange of experiences in order to control relations between this European sphere and USA?
- A. No. In no way to the U.S.A.
- Q. In regard to what countries?
- A. In regard to the countries of the Grosswirtschaftsraum Europe, except Bussia.
- Q. Did you sign that letter to Mr. Schlotterer?
- A. Yos, that might be.
- Q. What countries did I.G. propose to control in regerd to their supply of military chemicals?
- A. South America, bosides the European countries.
- Q. Why did you want to control the supply of military chemicals for South America? Did you fear South America's might?
- A. No, but the eventual production which could be the help in a new conflict.
- Q. Between whom?
- A. Sey USA and Europa.

G v Schnitzler (signed)

- Q. Did you intend to control the supply of military chemicals in Latin America because you feared a potential conflict between Germany and USA?
- A. Y. 8.
- Q. These were Post Wer Plans?
- A. Yes.

(signed) G. v. Schnitzler"

The statements to which I subscribed in this interrogation still appear to me to be entirely true and correct to the best of my knowledge and belief with the following limitations:

- (a) In the twelfth enswer on page 2, the striking of the sentence "In the meantime the new French 'aktiengesetz' had appeared" should be removed so that this sentence remains a part of the interrogation. In making the corrections to the transcript of the interrogation at the time, the investigator apparently struck an additional line and I did not notice this at the time. The other corrections on this page are entirely correct.
- (b) At page 3 I was in error in saying that "we had two small French dyestuff factories closed". Fressard, the principal leader of the French dyestuff industry, carried out these negotiations with the two small factories himself during the period after we had reached agreement in principle concerning the Francolor Agreement in March 1941 and the time when Francolor was finally established. This was an amicable arrangement and no hern was done to the smaller firms. Insefer as those firms did not continue production, they continued to sell Francolor products.
- (c) It might be added that before the war of 1914, the mother companies, of which I.G. was the legal successor, controlled 88% of the French dyestuff business. In proposing the Francolor agreement to the French representatives, I stated that we were making them a proposition which we would have made even if the wars of 1914 and 1939 had not occurred, since it was abnormal that a concern of a foreign country should have 88% of the market in another country.

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(d) At page 3, it should be made plain that Francolor
absorbed only the stocks, properties, etc. of the three larger French
firms and not the stocks, properties, etc. of the two smaller companies.

(a) In respect to the small French factory at Mulhouse

(Muelhausen) in Alsace-Lorraine, we could not deal officially with the French representatives, since the German authorities in Strassbourg had seized that property as well as the property of all French nationals in Alsace-Lorraine. Therefore I.G. acquired this property by dealing directly with the German authorities. However, it was my personal idea, which I could not express at the time, that this factory should be returned to the French mother companies efter a definite peace had been concluded between Germany and France. I also believe that it was never the view of I.G. generally that the French group should lose the Mulhouse plant permanently.

(f) At the bottom of page 4, I stated that the plans for controlling the supply of military chemicals in Latin America were postwar plans. I could only have meant post-war plans with respect to the period after the end of the war on the European continent.

8. On 3 August 1945 I signed a five page record of an interrogation which generally concerned the dyastuff industries of France and the armistics negotiations, the text of which follows:

- "Q. In regard to the lyestuff industries of France, I.G. directly participated in armistice negotiations with the French group which resulted in the establishment of Francolor?
- A. That is right.
- Q. Did I.G. perticipate directly in emistice negotiations with the French group in regard to I.G.'s other interests, for example the chemical field, the pharmacutical field, the textile field, etc.?
- A. I think when Mr. Mann concluded a smaller agreement in the phermaceutical domain he did it just as well under the roof of the armistics negotiations.
- Q. Are you familier with the nature of the pharmaceutical negotiations with Rhone Poulene?

G v Schnitzler (signed)

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OFFICE OF CHIEF OF COUNSEL FOR
WAR ORIMES CONT'D

made in the Kaufmannische Ausschute a good recollection. I think

- A. Only by the report Mr. Mann made in the Kaufmannische Ausschuss, but of the details I have not a good recollection. I think they formed a 50:50 company for a certain group of products, and apparently joined patent processes.
- Q. In connection with your dealings with the French other than in the above mentioned fields, they were handled by the military officials? Is that right?
- A. The relations with the French industry were resumed in different fields, so in the chemicalindustry just as well. I remember of bichromate there was senething done with Kuhlmann. I don't think that was done by Military, I should think that was done directly. The placing of orders to Kuhlmann night have been done through the military authorities.
- Q. In changing the line towards the French industries from the originally planned "Beschlegnahme" to the new collaboration in view of the shaking of the hands between Hitler and Petain was it then proposed that there be no restriction, no compulsion upon the French in regard to the chanical industry?
- A. I think that's going much too fer. In those relations the basic question was slways the coal question. There could not be sent coal from Germany and the French coal production was always much too small for the French market, and as the industrial development in France became relatively strong, there was always the question who should get it, who was the most important one to get coal. There was a special authority in Paris but to get coal from this authority was a great difficulty.

(page 2 of original)

- Q. By regulating the distribution of the coal the German military commander of France could determine what French industry could resume production end what should have to be closed?

 Is that right?
- A. That is absolutely right.
- Q. Did I.G. make any suggestions to the military commander in regard to getting coal and the necessary raw material?
- A. No. We always insisted upon the importance of certain production but we never interfered in such a way that we said: Take it away there and give it to us, according to my knowledge.
- Q. What was the French group which determined French policy in the chemical industry?
- A. That was the French group with Mr. Painvin as chairman, he was one of the directors of Ugine?
- Q. What was the French policy-making group?
- A. You see We have a Wirtschaftsgruppe Chemie. In France they called it by a corresponding name which I forget for the moment.
- Q. When was that group established?

G v Schnitzler (signed)

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OFFIGE OF CHIEF OF COUNSEL FOR HAR CRIMES CONT'D

- A. There always has existed in France a certain private association of chemicals.
- Q. When was it established as a quasi-government organization?
- A. The group in France with Mr. Painvin was not so much semiofficial as our Wirtscheftsgruppe Chemie. Only at the end of the war we came to a real corporate system.
- Q. When was this French group established with the quasigovernmental character?
- A. In autumn 1940. When we came to Paris in January 1941, I met Mr. Painvin and he was in that position.
- Q. Was it set up under German auspices?
- A. The word night be right. The Germans had a certain part in it. I should say they have given the suggestion to form an association to discuss certain questions. For instance, when the gentlemen came to Leverkusen (in 1942) to see there the buna installation, Mr. Painvin was also there and they considered him not only as a representative of his old firm but as a semi-official.
- Q. Did you know Mr. Painvin?
- A. Yes, but not very much.

(page 3 of original)

- Q. Was he a Vichy collaborator?
- A. Of course, he was a collaborator. Nobody forced him to go to Leverkusen and nobody forced him to take up the position. The Pechiny people in Lyon, their most important factory was in the unoccupied territory, were the only ones who could be called refractory.
- Q. So that under German initiative a counter-part to the German Wirtschaftsgruppe Chamic was established for the French chamical industry?
- A. It was not exactly the same thing but there was a certain organization of the French chemical industry.
- Q. How was it plenned to adapt the French group to the German point of view?
- A. I think that Dr. Ungewitter and Dr. Hess were in Paris, but I am not quite sure whether they talked over these questions.
- Q. Who is Mr. Michel?
- A. That was the chief of the German civilian administration.
 He was an official of the Reichswirtschaftsministerium. He was a general of the military administration.
- Q. What were the plans made to adapt the entire French chemical industry to the German chemical industry?

COFY OF DOCUMENT NO. NI - 5193 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES CONT'D

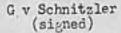
- A. They never got as far as that. It was just a keeping in touch for certain distribution of faw material, but I cannot say that there was a continuous intercourse between the German and the French organization.
- Q. Were any Germans placed in charge of or in a very influential position in regard to the French foreign trade commission and foreign exchange commission?
- A. Yes. I think that in the French foreign exchange commission was placed a German as an official adviser. I can't remember the name.
- Q. And what about the foreign trade commission?
- A. I don't know. I think the Reichsbank gave it an official advisor.
- Q. How else did Germany intend to adapt the French chemical industry and all other French industry to the German industry?
- A. For the other industry I can't speak. For the chemical industry only in so far as there was a necessity for the French production. As far as distribution of the essential raw materials was concerned, the French industry worked on its own.

(page 4 of original)

- Q. On official government basis, the Germans placed an official advisor in the French division of Foreign Exchange?
- A. Yes.

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- Q. All dealings were under control of the German military commander? Is that right?
- A. Yes. He was responsible for the German policy.
- Q. On a private basis there was plenned with the chemical industry to establish a French chemical group which would be made dependent on a German chemical group? Is that right?
- A. No, the idea for the Garmans for that time was only to facilitate the business relations and the distributions relations between the two industries.
- Q. Do you want no to refresh your recollection?
- A. I remember the plan was to adapt the French chemical industry to the German one. As far as the intercourse of the two groups and distribution plans of raw material should be dealt with on a German basis and under German leadership.
- Q. So Germany would determine all production and all distribution not only of the French chemical industry but of all French industry?
- A. Yes, that is 100% correct.
- Q. So that even after Hitler came together with Petain at Montois collaboration meant complete domination of French industry by the Germans?





- A. Yes.
- Q. Where was Rhone Poulenc located?
- A. In the both parts.
- Q. Where was the pharmaceutical branch of Rhone Poulenc located?
- A. I think mostly in the unoccupied part. There were two companies, one was in Peris and the other one in Lyon. I think they had their head office in Lyon.
- Q. So that it would have been difficult to influence production of R.P. in the unoccupied pert? Is that right?
- A. It was more difficult than in the occupied.
- Q. Did I.G. make any suggestions in regard to the influence there was to be exarcised on R.P. in the unoccupied territory?
- A. I don't know.

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(page 5 of original)

- Q. are you aware that I.G strongly recommended to the military commender that they deprive Rhone Poulonc of all raw materials in the unoccupied territory?
- A. No. If we had done that, that night have been a mistake. But it was not a general line, night have happened once.
- Q. What do you mean by a general line?
- A. Our general line in France was the chamical industry. After having succeeded shortly after the armistice and had concluded an agreement in the Francelor domain we wanted to continue friendly relations with the whole industry. There was a certain jealousy of other companies in France. I had a long talk with Mr. Painvin and we consider down relations with the whole French chanical industry as an item we always wanted to continue. I remember my saying: We are certainly like the woman with whom everybody likes to sleep. Because there was a certain hesitation on the French side in the chamical industry that we intended to give the Kuhlmann group and Francelor a sort of monopoly for all we wanted to bring or to do in France.
- Q. What arrangements did you come to with Rhone Poulenc after final agreements were made?
- A. There was a pharmacoutical arrangement and then the bune agreement, and I think in the domain of plastic they had certain talks just as well.
- Q. What happened in the phermacoutical line?
- A. As far as I recollect they formed a joint company and the products which were of joined invention and of joint patents.
- Q. In regard to the pharmaceutical line too I.G. got a participation?
- A. Yes. But it was a small company only, a very small domain, only specialities.

G v Schnitzler , (signed)

- Q. Actually I.G. was interested mainly in dominating the dyestuff field in France?
- A. Yes.

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I have read the record of this interrogation and swear that the answers therein given by me to the questions of Mr. Weissbrodt and Mr. Devine are true.

(signed) G. von Schnitzler

Vorstandsmitglied I.G.Farbenindustrio aktiengesellschaft"

The answers as recorded in this transcript still appear to me to be entirely true and correct to the best of my knowledge and belief, except:

- (a) In the middle of page 2, I stated that there had always existed in France "a certain private association of chemicals" This is not expressed too clearly. What I wanted to say was that there always existed "an association of chemical industrial interests".
- (b) Also at the middle of page 2, I stated that "only at the end of the war we came to a real corporate syst m in Gormany".

 I now believe that that is going a little too far. I think it would be more correct to say we were on the way to a real corporate system. I do not think it was completely senioved.
- (c) At the bottom of page 2, I stated that the French representatives came to Loverkusen in 1942. Re-considering this matter, I believe it was in December 1941.
- (d) On page 4, I stated that it was "100% correct" that

 Gormany would determine all production and all distribution, not only of
 the French chamical industry, but of all French industry and that
 collaboration meant domination of the French industry by the Gorman
 industry. This is, of course, correct as that was the development during
 the war, but I should have added that this was not a quastion of basic
 policy, but a question of the war emergency.
- (e) At page 5, second enswer, I stated "our general line in France was the chemical industry". I believe that in August 1945 the stanographer emitted several words which I did not notice when I

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WAR CRIMES COUNT'D

originally corrected the transcript of this interrogation. What I stated was "Our general line in France was the maintenance of the chemical industry".

- (f) At page 5 in the last question and answer, I answered in the affirmative to the question that I.G. was interested mainly in "dominating" the dyestuff field in France. The word "dominating" does not entirely gather the sense of our agreement. As I now re-read this after one and a half years, I believe I should have answered in the affirmative only if the question was whether I.G. was mainly interested in "co-ordinating" the dyestuff field in France.
- 9. On 6 August 1945, both Dr. Hens Kugler and I signed a one-page record of an interrogation concerning the French dyestuff industry, the text of which follows:
 - *Q. When was the first time that plans were made in regard to the French dyestuffs industry?
 - A. I think it was in the middle of June, before the armistice. The exact data can be fixed if you permit me to look at the files.
 - Q. Now, if you remember, you tolt no that the original plan was to sequester the entire French industry.
 - A. Yes. I told you about that.
 - Q. How did you find out in June that the original plan was to sequester the French industry?
 - A. (Von Schnitzler) From the very first, the Nazi government had made it clear that it wanted to use the French industry for warfare.

 (Kugler) In the preemble to the armistics with the French, there is a provision that reparations would be taken from all plants sequestered or taken over by the French after the first world war, and from that we deducted that sequestration of those plants would take place now.
 - Q. Now were there over any discussions at this time with the German Government or with officials of the German Government from which you gethered that the plan was to see that sequestration of all French industry went through?
 - A. (Von Schnitzler) I can only say that the plan was to use the French industry for the Wehrmacht for warfare, and from that, I concluded that we would sequester all French industry which could be used for the German wer machine.

G v Schnitzler (signed)

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I have read the record of this interrogation and sweer that the enswers therein given by me to the questions of Mr. Weissbroit and Mr. Devine are true.

(signod) Kuglor

Directors

vS. The answers of both Dr. Kuglor and I to the questi as appear to me to
be entirely true and correct to the best of my knowledge and belief.

It should only be pointed out that we were discussing the period before
the Armistice and before the collaboration policy with France was
worked out.

10. I have carefully read each of the 25 pages of this declaration and have placed my signature at the bottom of each page. I have
made the necessary corrections in my own handwriting and initialed
each correction in the margin of the page. I declare herewith under eath
that I have stated the full truth to the best of my knowledge and belief.

(signed) Georg von Schnitzler Georg von Schnitzler

Sworn to and signed before me this 7th day of March 1947, at the Palace of Justice in Muernburg, Germany, by Georg von Scanitzler, known to me to be the person making the above affidavit.

(signed) Drexel A. Sprecher
Drexel A. Sprecher

U. S. Civilian, Attorney, AGC No. 473307 Office of Chief of Counsel for Wer Crimes

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CERTIFICATION

I, ERNA E. UIBERALL, AGO No. D-150096, hereby certify that the above is a true and correct copy of document No. NI - 5193, the original of which is in the English language.

ERNA E. UIBERALL U. S. Civilian AGO No. D-150096

AFFIDAVIT

I, GEORG VON SCHNITZLER, member of the Vorstand of I. G. Farbenindustrie from 1925 until 1945, after having been warned that I vill be
liable to punishment for making a false statement herevith state the following under oath of my own free will and without coercion.

- 1. In the first four paragraphs of my affidavit of 4 March 1947, which I swore to before representatives of the Office of Chief of Counsel for War Crimes, I have stated the true circumstances under which I gave information, by means of statements and interrogations, concerning the I. G. Farbenindustrie and other matters to Allied investigators in 1945. These four paragraphs should also be considered as an introduction to this affidavit. Below I consider further statements or interrogations which I subscribed to during 1945, and which I have been shown and which I have re-read between 18 February 1947 and the present time. When I subscribed to these statements or interrogations in 1945, the matters to which I subscribed were true to the best of my knowledge and belief at that pime. The errors I now find after re-reading these documents are set forth below after the text of the respective statement or interrogation.
- 2. On 12 July 1945, I wrote up in longhand a four page statement concerning Francolor entitled "Statement to the different questions July 9th - Second part," the text of "hich follows:
 - "1) Francolor
 - (1) date of accuisition of shares

The French Law authorising the Foundation of Francolor has been published December 16th 1941 (Journal officiel). This date although can be regarded as the date of acquisition of shares. The I.G. shares having been given as countervalue to the French group are carrying coupons beginning with the years 1942.

- 2) The basic conditions are
 - a) definite and eternal peace between French and German dyestuffindustries - settling all differences from I. world war, Ruhroccupation and second war:

- b) full occupation of French dyestuff industrie as soon as normal conditions are restored; 7000 t of dyestuffs a year;
- c) I.G. grants technical help to a large entent "ithout countervalue;
- d) Francolor normally will only export to neighbouring countries i.e. Belgium, Spain, Fortugal and Germany (to Germany through the channels of I.G.) eventual other export countries later on to be discussed. I.G. only exports to France products of the domain of dyestuffs, which Francolor (oes not manufacture at all or not in sufficient quantities;
- e) products which up to nor have been manufactured in the factories brought into Francolor and which do not full under the domain of dyestuffs (means dyestuffs properly spoken, intermediates for dyestuffs and auxiliary products in connection with dyeing a.s.o. - remain with Francolor but are sold by the so-called mother-houses, Kuhlmann, St. Denis, St. Clair-du-Rhone;
- f) so-called "new products, that means-products on one hand not falling under the domain-dyestuffs" and on the other hand not yet having been fabricated by the mother-houses in the Francolorfactories can only be taken up after the Conseil d'Administration has given its consent with a majority of 2/3;
- g) participation in the capital;
 I.G. 51%
 French group 49%
 both sides: 4 administrateurs each.

(Fage 2 of typewritten copy)

The president has always to be French, can only be taken from the French list with the consent of the French government. As the French law provides that no decision can be taken against the voice of the Fresident the participation of

51% I.G. and 49% French group practicall means parity.

If for instance I.G. would have tried to bring a decision through against the Fresidents opinion, the latter would have resigned, a new President would have to be found and the consent of the covernment would have to be requested.

Thus the eventual endeavours to overrule the French group from the very beginning was excluded. The first Conseil d'Administration consisted of

French side:

Joseph Frosserd, President

René Duchemin

Georges Thesmar

Georges Despret

Georges Despret

L.G.

G. von Schnitzler

F. ter Meer

H. Valbel

C. Ambros

h) The capital was fixed at 800 Mill.Frs. This amount corresponded to the evaluation of the fixed assets which were taken over at such a high price that Kuhlmann for instance had to put some

100 million francs into an extra-reserve created in connection with the Francolor-transaction.

The resp. plants and equipments at Kuhlmann having bean written off before.

The current assets were being taken over at the cost-prices of 1939 with an addition of something between 30 and 40% owing to the depreciation of the franc and the higher general index.

- I.G. shares were accounted at the approximate rate of July 1939, i.e. 160;
- k) a technical and a commercial committee had been consituted. Both had to do the preparatory work for the decisions to be taken by the Conseil d'Administration.
- 3) No Reichskommissar was appointed.
 The French group approached I.G. in November 1940 for the first time in Niesbaden through the Commission of armistice.
 The negotiations then were conducted in an purely private way. Only twice representatives of both governments were present.
 The first day in Niesbaden and at the decisive day, when the agreement in principle has been reached in Faris in March 1941.
- 4) To the question of "sponsoring" (Statement of July 10th) I would like to add to my statement that I have given a description of the happenings as correct as possible, in details a mistake might have arisen, as so many years have passed, but this mistake can only be of minor importance.

July 12th 1945

(sgnd.) G. von Schnitzler"

This statement still appears to me to be true and correct to the best of my knowledge and belief, except that in paragraph (h), page 2, I wrote "some 100 million francs" but I meant to say "several hundred million francs."

3. On 30 August 1945, I signed a one page statement to German-French relations, the text of which follows:

"Under the armistice and based upon the "slogan" of collaboration v5 and intercourse between the German and French industries had developed, which practically included the whole French industry.

In the chemical domain it was only Pechiney, the factories and water-ower stations of which were in the inoccupied part of France, which showed a more refractory attitude.

All the other compenies did cooperate in full, but even of Fechiney I was informed, that at one of the last monthly dinners, which took place between representatives of the German authorities and industrialists on one and the corresponding French ones on the other side, a representative of Pichiney was present. As another example I may cite the name of H. Harcel Boussac, the greatest industrialist in the textile field. His

works were occupied to a large extent for direct or indirect orders of the Wehrmacht, and he himself was frequently with German representatives at luncheon- and dinner parties. The same applies, as far as I can judge it, to the iron- and steel-industry, and the work done by Schneider-Creusot for the Tchrescht is publicly known. - As another example of this collaboration the following might be of interest:

In the summer of 1942 the International Chamber of Commerce showed a new activity. Under the presidency of Mr. Bagga, a high ranking Swedish judge the "Court arbitral" at the Chamber in Paris was newly put in function. - As Vice-presidents were designated M. Albert Buisson, Paris, formerly undersecretary of state and now "President de Conseil" of Rhone-Poulenc and myself. M. Buisson as well as I, we both accepted the invitation of Mr. Edström, the Swedish president of the Chamber and acted jointly twice or three times for the settlement of certain cases, which of course were entirely prepared beforehand.

Frankfurt, Aug. 30th, 45.

(signed) G. von Schnitzler."

This statement still appears to me to be true and correct to the best of my knowledge and belief.

- 4. On 19 July 1945, I signed a four page record of interrogation concerning Winnica, I.G. Chemie, and General Aniline and Film (GaF), the text of which follows:
- "Q. Before the Wazi occupation of Poland who o med the Winnica?
- A. The Tinnica was owned 50% by the French group and 50% by the I.G.Chemie Basle. We turned these 50% over to them. If the I.G.Chemie had turned them over to another firm, I don't know. We controlled practically the other half from the business standpoint.
- Q. Then was the Minnica founded?
- A. About 1931 or 1932.
- Q. Here you in charge of the negotiations in regard to the 'innica?
- A. Yes, between the French. We financed our half of the capital mostly by the way of intermediates we supplied to the Tinnica.
- Q. In 1931 or 1932 I.G. was anxious to penetrate the Polish dynatuff Industry? Is that right?
- A. No, the idea came from the French. The French had built up a substantial business in Poland. They looked for a foothold in Poland. It was Frossard who bought this scap factory, and that was the beginning.
- Q. Is it not true that I.G. urged Kuhlmann to form this limnice as a French comvS pany because I.G. did not mant the Polish government to know that I.G. was entering the Polish dyestuff field?

- A. He could not erect a factory in Edund for our own. "We had in Poland no vS "Welderlassungsrecht" right of settlement. It was convenient for us that the French who had the right of settlement did it 50:50. The could not enter directly.
- Q. Then you approached Kuhlman and said to Kuhlmann: Suppose you build a new French company in Poland because you have the right. Is that right?
- A. It is just like when two young people approach each other. It is very difficult to say.
- Q. It was easier for I.G. to have the French enter?
- A. Yes.
- Q. And your negotiations with the French were with Mr. Frossard?
- A. Exactly, the same man.
- 9. 50% of the ownership of Winnica was openly held by Kuhlmann?
- A. Yes.
- Q. The other 50% was held openly by I.G. Basle? Is that right?
- A. I think they were not openly held. Kuhlmann held openly a 100%.
- C. Openly Kuhlmann held a 100% interest?
- A. It was only a French-Polish board and the Poles were the Guinea-pigu.
- Q. Not, in fact, 50% of the "innica was secretly held by I.C. Basle?
- A. Yes, I.G. Chemie had it on its own risk. I can tell you what at that time I said to the men of I.C. Chemie: "Daran sollen Sie kein Geld verlieren"

(Page 2 of the original)

- Q. Who put up the money for the stock secretly held by I. G. Chemie?
- A. We, later on I.G. Chemie.
- Q. You paid partly in money and partly in goods for the Uinnica shares?
- A. Yes.
- C. But in fact I.G. Chemie paid nothing for the 50% of the shares of the "innica?
- A. Originally no.
- Q. Where were the shares held by I.G. Chemie?
- A. They were for a long time in Paris with Kuhlmann. Later on they were turned over to Basel. I think for a very long time Kuhlmann held the shares and they were not given to Basel.
- When the Francolor arrangement was consummated I.G. Chemie had not yet received part of the shares.

- A. Originally it is correct to say that the shares were actually owned by I.G. Farben through I.G. Chemie.
- Q. They were deposited with Kuhlmann?
- A. Right.
- C. And later on most of the shares were deposited with I.G. Chemie in Basel?
- A. I think I.G. Chemie never had all the shares on deposit.
- C. At the time of the Francolor arrangement Kuhlmenn still held on deposit part of the shares?
- A. So it is in my recollection.
- C. After the Francolor agreement did I.G. Farben openly take over 100% of the shares?
- A. Yos, practically.
- Q. The liquidated the company?
- A. I.G. Farben.
- Q. In the course of the Francolor transaction you liquidated the Minnica as a dyestuff company?
- A. Yes.
- C. Who owned I.G. Chemic?
- A. You must ask mostly Mr. Schmitz. I.G. Chamie is to a very large extent owned by an American company. The General Amiline Corp.
- Q. Uho is the beneficial owner of I.G. Chemic and General Antline Co.?
- A. They between themselves.
- Q. What is I.G.'s relationship with Sturzonogger?
- A. Thoroupon we have statements. Schmitz has given a declaration.
- Q. The is the beneficial owner of the firm of Sturzenegger?

(Page 3 of the original)

- A. That is only known to Mr. Schmitz. We don't know. We forced him: "If you don't make an appropriate declaration we must separate from you. We must tell the American gentlemen, you will never allow us to look into the inner construction of the company." It was a small circle of personalities who were around Schmitz.
- Q. When did I.G. ostensibly sever its interest in I.G. Chemie?
- A. We sold our American interest to the I.G. Chemie.
- Q. When?

- A. In 1939
- Q. How much was your interest in General Aniline Co.?
- A. 100%. At first 50% with Grasselli, then it was taken over by Dupont. For a certain time we were 100%.
- 9. Who of Farben officials participated in negotiations for the possible sale of General Aniline and Film Corp. in fall 1940?
- A. There were no negotiations, that was a talk?
- The vers the people who were talking with Howard of Standard Cil about the possible sale?
- A. Present were: von Knieriem, ter Meer, I.
- Q. Did you hear the talk?
- I did not hear it. I heard it at a social talk. They always sought to find a suitable American who could be interested in General Anilian & Film Corp. I can't tell you who made the suggestion. I don't know thether Schmitz was present.
- Q. And how was it proposed that Standard Oil should acquire it: interest in General Aniline?
- A. I.G. would buy an oil interest in Grossdeutschland which eventually could be turned over to Standard Oil--after the var. "e would have exercised the option. Not really an option, it was a "Verkaufsrecht"-right of purchase.
- Q. The were present during the talks with Howard?
- A. Hr. Gadow of I.G. Chemie.
- O. 'That American? Duisberg and Williamson?
- A. D.A. Schmitz was present, or Duisberg or Williamson.
- C. Do you remember that ter Meer was present?
- A. I am sure he was.
- Q. You mentioned a scientific man?
- A. Ferhaps Dr. Lohr was present, but I don't know.
- Q. The question was whether the I.G. would agree to such a sale?
- A. The doubts concerned whether the fair exchange of value could be reached.
- Q. You are sure this meeting took place in the fall of 1940 or in the beginning of 1941?
- A. I am sure.

(Page 4 of the original)

Q. The real issue was whether or not I.G. could trade the interest which it had through I.G. Chemic in General Aniline and Film against a fair exchange of Standard Oil property?
signed) G v Schnitzler
- 7 -

- A. That was the issue, but it never materialized. It never got to definition.
- Q. The issue at the meeting between I.G. officials and hr. Howard and all other American representatives which took place either in the winter of 1940 or in January 1941 was whether or not I.G. could trade its interest in General Aniline & Film which it possessed through I.G. Chemie for a fair exchange of value from Standard Oil? Is that right?
- A. Yos, that was the question.
- O. Wasn't the contract between I.G. and I.G. Chemie allogedly severed before that meeting?
- A. Porhaps I made an error in the dates. But we could always deal again with Basel to reconstruct the situation.
- Q. This so-called legal severance of the Agreement between I.G. and I.G. Chemie was only a legal form and never had any real effect on the actual relationship between I.G. and I.G. Chemie?
- . He could always take up the matter again with Basel.
 - Q. Could not I.G. at any time resume its former relations with I.G. Chemic: is that right?
 - A. Yes. That depended somethat on the people of the Swiss side. But the shares are lying with GAF and the firm of Greutert owns so many shares. I had never any doubt that we could at any given date resume this relation. It may be that I am wrong about the date and that the talk with Howard took place after the severance.
 - Q. In other words, the date of severance makes no difference?
 - A. No difference. In my opinion we could always resume the relation with Basel.

I have read the record of this interrogation and smear that the answers therein given by me to the questions of Mr. Weissbrodt and Mr. Devine are true.

(signed) G. von Schnitzler (Signature)

Vorstands<u>mitglicd I.G. Farbenin</u>dustrie (Position in I.G. Farben) Aktiengesellschaftⁿ

The statements I subscribed to in this record of interrogation still appear to me to be entirely true and correct to the best of my knowledge and belief. However, to amplify the matters in the interrogation I would like to add the following concerning linnica:

The Winnica due its existence to the French and particularly to the initiative of M. FROSSARD. On account of the protection by high tariffs, which the Deystuffs industry in Poland enjoyed, the French more and more had lost ground in their export trade to Poland. The Swiss partly had paralyzed this by developing their own factory at

Pabianice, Poland. The French following their example acquired the Winnica, a former scap factory. Notwithstanding that I.G. had a better position insofar as I.G. had a higher developed range of colors than the French, we ourselves were greatl; interested to keep up certain positions which were going to be lost. Hence, we associated in the French endeavours and participated secretly with a 50% participation in the Winnica. We could not do that openly because there was no right of settlement provided for in the German-Polish commerce treaty. When the plant of Winnica became part of the General Government, the "Kommissare" for a certain period of time maintained the production at Winnica giving its personnel every possible help and assistance. By and by it became impossible to continue. No coal, no material was available and furthermore no market existed anymore, as most of the products of Winnica had gone to Lodz, under "Zollschutz," and Lodz now was incorporated in the German sphere. Thus, the liquidation of Winnica was inevitable; everything on the spot would have literally gone to pieces. One more cold winter, and Winnica, situated on one of the roads from Warsam to the N.E. only would have been a heap of "debris". In the '30's the I.G. Chemie, Basle, had acquired at I.G. Farben's instigation 50% of the share-capital of Winnica from Kuhlmenn. Thus the Winnica was owned 50:50 by I.G. Chomie and the Kuhlmann group. In order not to create financial losses to them, we provosed to both of them that we would acquire their stocks in the Vinnica at their own book-value. This was done. He paid to both of them, without bargaining, exactly what they asked. As far as I can recollect, to the Kuhlmann group, 20,000,000 frs equal to M. 1,000,000 over the Franco-German clearing arrangement; to I.G. Chemie, 850,000 Swiss francs.

5. On 5 September 1945, I signed a one page statement concerning I. G. 's interests in the industry of the conquered countries, the text of which follows:

"I.G. always exercised the predominant influence in the chemical domain on the European continent. Therefore, I.G.'s interests in the conquered countries of Europe did not extend primarily to the chemical domain. However, we were extremely interested in the dyestuffs field. The dyestuffs field was of especial importance to us because our profits to a large part came from our exports of dyestuffs. For example, in regard to Poland, the Polish chemical industry was important comestically but had no significance on the export market. The Stickstoffworks in Chorzon, as far as I know, have been taken over by the Reichowned "Viag". I am unable to say if they came to production during the war. If so, this production will have been marketed by the Stickstoff-Syndikat, in which I.G. had over 60% interest. As far as the other chamical companies of Upper-Silesia are concerned they were treated in a similar way, that means the Reich took over the different enterprises which, to my knowledge, mostly had belonged to the Polish state. - They produced to the best of my knowledge only some heavy chemicals in connection with coal-mines and steel-works. The French chemical industry was also never of a nuisance to us in the export domain, and in regard to its domestic business we could always eventually

reach new cartel arrangements if we were interested in export.

(signed) Georg von Schnitzler GEORG VON SCHNITZLEN

This statement still appears to me to be entirely true and correct to the best of my knowledge and belief, except that:

- (a) To the first sentence I would now say that I.G. always exercised "a more or less" predominent influence in the chemical domain of the European countries. Moreover, I.G. export business, except for dyestuffs, was relatively small since the other countries in Europe had their own basic chemical industries which were protected by tariffs and by the different cartel agreements existing all over Europe. In all these cartels, I.G., of course, had a very substantial quota.
- (b) When I made this statement I did not soperate in my own conception Austria or the Sucetenland from the German economic sphere since they were both populated by Germans.
- (e) Nuch of I.G.'s participations in the East and South East were extended by force in the sense that their production was needed because of the war.
- 6. On 5 September 1945, I signed a one page statement concerning the Neuordnung and on 5 September 1945, I signed a one page statement entitled "Statement re 'Neuer Plan's. These two statements can best be considered together. The text of each follows:

September 5, 1945

Nourdnung we were following the limes of the socialist Gross Raum Politik laid down by the government. We were looking to the overwhelming downfall of France and the eventual capitulation of England when we prepared the document. It must be remembered that we knew well the aims and policies of the government, and we knew that it was the intention of the government to improve its strength in relation to the countries outside of the European sphere. This meant, of course, the United States because outside of Europe the United States was the only strong country with which Germany had to reckon. Therefore, we wrote in the Neuordnung that we intended

to keep Germany as strong as possible militaristically in relation to the United States. We could accomplish this only by limiting the production of armaments in Latin America. We did not want in the event of an eventual conflict with the United States to permit Latin America to supply the USA with the var materials. It should be remembered that I.G. had to follow the lines of the Nazi government.

Georg von Schnitzler GEORG VOH SCHNITZLZP#

Statement re: "Neuer Plan".

"To what an extent the ideas and intentions of the Reichs- irtschaftshinisterium have determined the drafting of the "Neue Flan" of I.G.
becomes clear by the fact that Terhaar who was in continuous contact
with Reichs- irtschafts-Ministerium and was thoroughly informed of
their aims, took personally the "Regie" of the preparatory work in
hand, he came to visit the different "Verkaufsgemeinschaften" and
explained in especially put up "working-committees" the clauses
which he had elaborated on the basis of the guiding wrinciples
which he had received from Reichs- irtschafts-Ministerium. He
pointed out, that the plan should be as comprehensive and as
thorough as possible and that the point of view of the authorities
should under all circumstances be respected, namely by far reaching
guarantees through a reliable German control to achieve the best
possible strengthening of the German militaristic potential.

The elaboration should be made in such a way, that it should not give a meapon in the hands of those manifold circles in the Reichs-irt-F linked schafts-Ministerium, in which criticism against I.G. was prevalent. and entang-I.G. being known as internsticually infermed and possessing many led vS friendships and relations abroad should not give the impression of a predelection for liberal handling and thus give those circles 0 -Kehrl and his surrounding- an easy argument to refuse the plan of I. G. as an insufficient instrument. "hen the "Neue Plan" was elaborated, the war with England was still going on. One expected England's defeat but one could not discount it in such a very that special plans for England could be handed over to the overments. Thus I am firmly convinced that the "Feue Plan" did not contain proposals regarding England. The preparatory work done inside the different departments had only an importance of informational character, but can in no way be regarded as I.G.'s official standpoint as the preparatory work had not yet been presented to the competent authorities inside of I.G. itself. It is obvious that the government's first interest was a militaristic one. Therefore the main points in the "News Flan" will have been.

Firstly a strict control over the whole chemical industry of Europe that no new plants for military chemicals should be created and that the production of such chemicals in the existing factories should be supervised.

Secondly: no licenses or know-how for such chemicals should be given to the chemical industry outside of Europe without before having asked I.G. of their opinion. This measure of course can be understood as

(signed) G v Schnitzler

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- 11 -

being directed against the U.S. because U.S. remained apart from Russia the only country with a great occnomic potential in the outside world.

Frankfurt, Sept. 8th, 1945.

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(signed) G. VON SCHNITZLED"

These statements still appear to me to be entirely true and correct to the best of my knowledge and belief. However, the two statements should be considered in the light of the following explanations:

- (a) A complete understanding of the Newerdnung can only be had if one considers the situation in the summer of 1940 at the time the Newerdnung was prepared by I.G. At that time there was the downfall of France on one side, continuance of war with England on the other side and the shadow of the possible conflict with the United States in the background.
- (b) After Dr. Murt Krueger and I signed the Neuordnung document which was sent to the Reich Ministry of Economics (REM) in about August 1940, I never saw the document again. Consequently, when I wrote about the Neuordnung document to the American investigators in 1945 I did not have any details of the document in my recollection.
- (c) The Newordnung was not written upon I.G.'s initiative, but was written upon the request of the Government as an "expertise" to be written by I.G. as the first expert in the chemical field.
- (d) In the statement of 5 September 1945, I stated that we could keep Germany strong militaristically in relation to the United States only by limiting production of armaments in Latin America. By this, I meant that the following: If an Armistice came about in late 1940 or thereafter so that there was peace on the European continent, we would limit thereafter the production of war materials in Latin America by exporting materials to South America rather than having the South American countries build up their own production facilities, thus in case of a later war with the United States, the Latin American countries would (signed) G v Schmitzler

not have such extensive production facilities with which to furnish wer materials to the United States.

7. On 21 August 1945, I signed a two page statement entitled "Statement re reporcussion of rearmament on the standard of living in the newly annexed countries," and on 21 August 1945, I signed a one page statement entitled "Additional Statement re standard of living and industrial transformations in the occupied countries." The text of both these statements follows:

Statement

repercussion of rearmament on the standard of living in the newly annexed countries.

"On order of the Nazi-Government with the annexation of Austria and Sudetenland and later on with the annexation of Bohemia and Moravia in these newly conquered countries the economic system applicated in Germany at once was introduced.

Rearmament-production had to replace the normal production for peaceconsumption and in a very short time the stocks were exhausted which in both countries were still available when the German troops entered into them.

The German troops themselves and dealers following them tried to
vS acquire as much as possible of whatever was available in important ed
goods -textiles, coffee a.s.o. which had yet become scarce in Germany,
and the domestic production was transformed from a platform of
highly qualified export-industry into goods serving the rearmament
purposes. This process developed with a rapidity which even surprised the economic circles themselves which were acquainted with the
preceding development in Germany, and it was also surprising, how
quickly the standard of living in these countries was adapted to the
one existing in Germany. - And this not only happened in the industrial field, but in the agricultural just as well. Butter and ham
of Frague disappeared from the market as quickly as coffee and
chocolate and even meat in a short time became meager because the
foreign-imported fodder was exhausted.

The workmen for instance in Aussig realised very soon that their nominally higher income represented in buying capacity a step backwards and the hardship of daily life to the population very soon became apparent.

The rearmament process materialized in such a way that first the capacities not entirely employed became used in full for Austria as well as for the Sudetenland huge plans for war production were at once set up, for Austria the Hermann Goering Verke at Linz, in connection here ith a Nitrogene-plant for 50.000 tons N, the utilisation of water power and the enlargement of the many different metallurgical works in Vienna, Wiener Neustadt and Steyr - in

signed) G v Schnitzler

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Sudetenland the great hydrogenation-plant in Brux set up for 700.000 to of oil-gas, which were nearly completed at the end of 1940. I.G. participated in this development with the great factory in Moosbierbaum near Vienna, which of course only made very slow progresses and was far from being terminated when war came to an end.

(Page 2 of the original)

For my opinion one can not speak of a displacement of industries from the West to the newly conquered countries, the industrial capacities and the industrial possibilities of these countries were used as an additional asset to the existing potential.

Frankfurt, 21.8.45

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(signed) G. von Schnitzlor."

Additional Statement
re standard of living and industrial transformations in the
occupied countries.

"The factories having existed beforehand in Austria and Czecho-Slovakia in which I.G. took interest were relatively small and did not request a substantial capital-investmentcompared with the huge enterprises which I.G. started as a new enterprise. But the old works of Donau-Chemie L.G. as well as Chemische Werke Aussig-Falkenau as Teerfarbenwerke Aussig - one and three being a 100% I.G. property No.2 a 50% participation, had to transform their activities according to the rearmament plan and later on to the necessities of var. Many of their departments simply continued and raised their production in the same products, these products, like sulphuric acid or chlorine and caustic sods being used as well for peace as for war purposes - and not being taken only for the latter purposes, but many of their departments were transformed from typical peace - into typical war- products. Thus in the Teerfarbenwerke Aussig the department of Naphtol AS dyes, a typical export-article in the first line for India, had to fabricate Betanaphtyla-mine for the manufacture of Buna, and the Chemische Werke made new investments for typical war-products like Sulfur-Carbon and Hexamethylentetramin. The same applies to tho Boruta in Poland, where of course during the whole war the production remained a restricted one, but the dyestuffs and intermediates produced there did practically all go to the Wehrmacht as they were used mostly by the textile industry of Lodz. Apart from that I.G. had the intention to construct a plant for accelerators at the Boruta, as the only other I.G. plant for accelerators was in Leverhusen. In France: Francolor preferably had to supply the French consuming industry with dyestuffs and auxiliary products, but a substantial part of the articles for which they were used, did go to the Wehrmacht, the intermediates which were made, to a large extent, did go directly to the Wohrmacht or they were sent to I.G. in order to complete I.G.'s deliveries for Wehrnacht purposes.

The most important ones among the latter were phenol and stabilizators for powder.

Frankfurt a. M., August 21st, 1945

sg. G. von Schnitzler"

These statements both still appear to me to be entirely true and correct to the best of my knowledge and belief.

8. Concerning the general policy toward the economy of the occupied countries, I would like to make the following summary. Beginning with the occupation of Austria, it was plain from the statements of the government leaders that the "Grosswirtschaftsraum Politik" would be applied to the economies of each of the occupied countries. The general objective was to realize a more intimate relationship between the economy of the old Reich and the economies of the occupied countries under German leadership. This German leadership was either effected by the leadership and supervision of state controlled agencies, such as the Hermann Goering Works, or by private German enterprises under conditions satisfactory to the Reich economic authorities. However, excepting the "Auflagen" imposed upon I.G. for undertaking special duties in foreign countries, I consider that I.G.'s general policy in the occupied countries was merely one of intensifying proviously existing relations on an amicable basis. Of course, the loadership which we exerted on this basis could not be achieved without the approval of the government economic authorities. However, I.G. never forced anybody to accept its propositions, even though it is true that the legal position of the leaders of the industry of occupied countries was that of an enemy national and not that of a free agent in peacetime. Hany times, representatives of the industry of occupied countries proposed to I.G. that we enter into more intimate relations. As long as the war lasted, it was clear that the leadership and administration of the industries of the occupied countries had to be one on behalf of the German military potential. Otherwise the Reich government would have seen to it that a igned) G v Schnitzler - 15 -

different leadership or administration was created. When I.G. sought to supervise or administer the production of a particular plant in an occupied country, we were only allowed to enter such an activity when we proved our ability to undertake this job and proved that it was necessary for the German military potential that I.G.'s "know how" and technical knowledge be used. The fact that the industries of the occupied countries were used to assist the German military potential is a part of an entire complex, and it applies to the entire German industry, and not alone to I.G. Moreover, in the dyestuffs field, the French civilian population obtained a bigger percentage of the dyestuffs produced in France than the opercentage which Germans received of the dyestuffs produced in Germany. Furthermore, without I.G.'s help and assistance, the plants and companies merged in Francolor probably could not have run at all during the war. The same applies to the industrial activity in Norway and Czachoslovakia. This principle, of course, does not apply to the "Auflagen" where I.G. was directed by the government to undertake new types of production in the occupied countries.

9. I have carefully read each of the 16 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialled each correction in the margin of the page. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

> (signed) Georg von Schnitzler GEORG VON SCHNITZLER

Sworn to and signed before me this 17th day of March 1947, at the Palace of Justice in Nuernberg, Germany, by Georg von Schnitzler, known to me to be the person making the above affidavit.

- 16 -

(signed) Drexel A. Sprecher

DREXEL A. SFRECHER

U. S. Civilian, Attorney, AGO No. 473307
Office of Chief of Counsel for Mar Crimes

CERTIFICATION

I, ERNA E. UIBERALL, AGO D-150096, hereby certify that the above is a true and correct copy of document No. NI-5195, the original of which is in the English language.

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ERNA E. UIBERAIL U. S. Civilian AGO No. D-150096

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TO THE REPORT OF THE PROPERTY OF THE PROPERTY

AFFIDAVIT

I, Dr. Gustav KUEPPER, after having first been warned that
I will be liable for punishment for making a false statement,
state herewith under eath, of my own free will and without
coercion, the following:

FRANCOLOR,

As manager of the legal department of the I.G.Farben in Frankfurt, I was commetent for the FRANCOLOR agreement. - Nevertheless, it was only in 1941 that I took a more active part in the negotiations with the French and in advising the heads of the I.G. In general the jurists of our firm often remained rather in the background. This was especially true in my case as my relations with Herr von Schnitzler were not particularly close. By that I am not expressing any criticism of Herr Schnitzler. But he was an especially confidential terms with Professor Selek, even when the latter had left the I.G.; and in addition to this he was a jurist by profession and therefore only needed legal advice in the special legal execution of individual questions or agreements.

In spite of this I have a general idea of the events of the year 1940, as far as the relationship of the I.G. to the French dyestuffs industry is concerned, as I often talked to the I.G. people about it. I remember for example that in the beginning, that is to say, after the Armistice, Herr Fressard in Paris approached Dr. Kramer who was our manager in the SOPI in Paris. Fressard wanted to renew contact with Herr von Schnitzler again, he seemed to be very anxious about the working of his factories. I believe that I can remember as well that the I.G. took the angle at that time that it would be better to wait a little longer as the affair was not yet rime. I suppose that Herr von Schnitzler advanced this or some similar reason. I remember vaguely that people thought that if the French waited a little longer they would prove more ready to negotiate. The purpose in waiting was just to jet the French group into a position which would make them seek a connection in some form or other with the I.G.

I myself was not present at the negotiations in Wiesbaden on 21./22.11.40. The first negotiations were under the direction of Ambassador Hemmen. He was reputed to be a rather "wild man". I is and that at the November negotiations Herr Hemmen took a very harsh tone, so harsh that von Schnitzler and Kugler were somewhat annoyed about it. I believe I can remember also that Kugler told no that during the negotiations Hemmen had "struck the table".

The I.G. was already asserting its "claim to leadership" in the French dyestuffs industry. This meant that the I.G. was maintaining its right to demand reparations for the damage it had suffered in World War I as well as for the harmdone to it in the post-war pariod; it aimed moreover at acquiring a controlling influence in the French dyestuffs industry. The I.G. gave historical grounds for its claim. I am quite sure that if these historical grounds had not existed the I.G. would still have maintained similar claims. In any case I considered these historical grounds to be honest and still do.

I no longer remember that in the so-called "new order" the I.G. at first asked only for 50%. As a matter of fact it asked for and later received a participation of 51% in the combined French dyestuffs industry. The question whether it should be 50% or 51% was much discussed at the time in I.G. circles. As far as I remember ter Meer was against the acquisition of a majority as it would put too great a responsibility on us. It has remained in my memory that a new French law spoke for a 51% participation as it gave full powers to

(page 2 of original)

the position of the president of a French company. It was provided from the very beginning that the president of the new French company which was to be organized (FRANCOLOR) must be a Frenchman and that the personnel must be French. It is true that this law was not applied later in the case of FRANCOLO as a special law was made for it in which the position of president was settled on different lines from those of the new law quoted. My memory of it also was not perfect insofar as I actually no longer had in mind the reasons stated in the inter-office memorandum of the I.G. of 31 October 1940 (Translator's note: NI 5810). This letter which bears my initials on the first page and further handwritten remarks by me in the margin has b on shown to me now in Nuernberg. After reading it I must admit that other reasons too which I no longer remembered played their part in the request for a majority. The memorandum quotes amongst other things the reason that a company which still contains a 50% participation of French interests "would not immediately welcome such decisive measures". Amongst these "decisive measures" the letter includes for example the "total closing-down" of certain branches of manufacture etc.

In negotiating with the French the I.G. took the viewpoint that the certal agreements had not only been suspended during the war, but cancelled. The Swiss and English also took the same attitude. I drew up an expert opinion in the matter whilst the French contributed one on their side. But even if I did suppose for a moment that we might have reached a different result with respect to the validity of the cartal agreement, I do not believe all the same that the actual behavior of the I.G. would have been influenced by it.

At first the French were strongly opposed to the cession of such a participation to the I.G. The fact that they did nevertheless give in was based in my opinion on two reasons: they wanted to keep their factories working and they were afraid of prejudicing their interests by refusing the propositions of the I.G. Actually we took it for granted that the French could only say yes.

I personally was never a witness to the fact that the German military a encies with whom the I.G. cooperated showed the iron hand. But they naturally remained in the background and represented a certain menace of coercion. The French also know that Ministerialdirigent Michel who was at the head of the competent German military a ency in Paris, was kept currently informed about the negotiations. Also the fact that Ministerialdirigent Michel had a hand in the negotiations in Paris and attended them at least once, exercised in itself already a certain pressure on the French.

The FRANCOLOR, when it was created, received different orders from the I.G. An order was also given to I.G. for the production of certain war-essential products, the nature of which I no longer remember exactly; I believe that some of these products at least were delivered directly to the German army.

In the whole FRANCOLCR-affair Herr von Schnitzler and Herr ter Neer played a leading part. In internal office matters their role was about the same. In public it was Herr von Schnitzler who chiefly came to the foreground. Kuller as head of the Farben managerial-department was to a certain extent the chief assistant of Herr von Schnitzler. He was called on in all questions of basic importance. On the whole he must be considered more as an executive, but in this part extremely active, there is no doubt of that.

Geheimrat Schmitz, as far as I know, did not play any active part in the FRANCOLOR affair, but was kept currently informed by Herr von Schmitzler.

I have carefully read each of the 3 (three) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the oure truth to the best of my knowledge and conscience.

(signed) DR. GUSTAV KUEPPER

Sworn to and signed before me this 10th day of June 1947 at Palace of Ustice, Nurnberg, Germany, by Dr. Gustav KUEPPER, known to me to be the person making the above affidavit.

> (signed) Randolph H. Newman Attorney U.S. Civilain B 397712 Office of Chief of Counsel for War Crimes U.S.War Department

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUIDER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-8785.

11 June 1947

DOROTHY E. PLUMMER USFET 182

146

AFFIDAVIT

I, ALPERT E C K E R T, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

FRANCE

The "new order" which I.G.Farben submitted to the Ministry of Economics (RWM), was participated in by many I.G.Farben employees, to the extent that they gathered the material therefor; I was among them. As far as the dyesturf part is concerned, Dr. Kugler might be called the real author; he drafted the report together with Mr. Terhaar. Farben, at that time, i.e., in the "new order" report, aimed at a 50% participation in the French dyesturf industry which was to be consolidated into one combine. It was only upon reading the indictment that I remembered the fact that this 50% was not to be acquired from the French owners but from the German Reich. Farben later changed its plan and required 51%.

Between the armistice of June 1940 and the Wiesbaden meeting of November 1940, the French, t.w. Mr. Frossard, communicated with our Paris representative, Dr. Kramer, in order to get in touch with Farben. Farben, however, decided to delay, for the time being, any action on the French request. I assume the French were first to be made "ripe for negotiating". The expression "ripe for negotiating" would seem to have been the then customary expression in the Farben dictionary. I remember that, in line with this policy, and in accordance with Dr. Michel or his substitute, the export wishes of the French dyestuff factories were also, at first, being stalled. Dr. Michel was the military commander in France.

The tactics of Farben towards the French were determined by the Farben "Vorstend", i.e., in this particular case, by von Schnitzler, ter Meer, Kugler, and, besides, by Kuepper. Von Schnitzler, ter Meer and Kugler were the leading figures. I should say the parts they played were about equally important.

I did not personally attend the Miesbaden martings, but I was kept advised by both the minutes thereon and oral reports of Dr. Kugler. I was amazed at the stern attitude taken, according to the minutes, by Herr Hemmen. Envoy Hemmen coped with the French countersug estions which were not to the taste of the German delagation, in very poignant language; likewise, von Schnitzler bluntly expressed his indignation that the Franch responded so little to the suggestions made by the German side. Kugler, when repeating to me personally the course the negotiations took, was certain that, with the halp of the German government, of which there was no doubt, Parben's suggestions would be accepted. The government had approved of Farben's suggestions while the basic ideas and plans originated with Farben, and were, in all negotiations, pursued by it with perseverance. The minutes of the negotiations, while drafted by Messrs. Kugler and Terhaar, were signed by you Schnitzler.

During the Peris negotiations which led to an official meeting at the end of January, the French had not yet abandoned

their resistance. They were particularly opposed to a 51% participation of Farben in the French porduction, and also to the export restriction. According to my personal impression, however, the French finally reached the conclusion that, on the strength of Farben's attitude, their position was rather hopeless, that they could not expect any help from their own government, and that, therefore, under the circumstances, it would be best for their enterprises if, for the time being, they would agree to Farben's suggestions. I but it: "for the time being", since the idea might have been that war had not yet ended, and that concessions which had to be made now, could possibly be redressed later.

In the meeting of March 12, 1941, the French, for all practical purposes, had already yielded. What happened between March 12th and November (1941) when the Francolor convention was signed, substantially referred to contractual terms of minor importance.

As to the personalities of the French dyestuff industrialists, I should say that I had known them for years as good Frenchmen; particularly Mr. Duchemin I should call a patriotic Frenchman (Mationalfranzose).

I think I can say, from my recollection, that deliveries which were indirectly allotted to the German army, played a greater part in the factory of St.Denis, an unimportant one at Oissel and Villors.

I have carefully read each of the 2 (two) pa as of this declaration, and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them, and declare herewith under each that I have given the full truth to the best of my knowledge and belief.

(signed) ALBERT ECKERT)

Sworn to and signed before me this 21st day of June, 1947, at Palace of Justice, Nurnberg, Germany, by Albert ECKERT, known to me to be the person making the above affidavit.

(signed) RANDOLPH H.NETHAN
Attorney
U.S.Civilian, AGO No. B 397712.
Office of Chief of Counsel for
War Crimes, U.S.War Department

CERTIFICATE OF TRANSLATION

I, RANDOLPH H. NEWHAN, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of the Document No. NI - 7368.

June 23, 1947

RANDOLPH H. NEWMAN U.S. Civilian AGO B 397712 U.S. Var Department

TRANSLATION OF DOCUMENT NO.NI -10263 OFFICE OF U. S. CHIEF OF COMMSEL FOR MAR CRIMES.

AFFIDAVIT.

I, IR.KURT KRUEGER, after having first been warned that I will be liable for punishment for making a false statement, state herewith under eath, of my own free will and without coercion, the following:

FRANCE

1) FRANCOLOR.

I remember very little about the "New Order for France" which was suggested by I.G. Farben to the authorities after the defeat of France in the summer of 1940. I cannot even remember clearly what suggestions I.G. made as regards quotes for her participation in French industry. I still recall that I.G.'s chief effort was to exclude additional French products in order not to upset the market with them. I believe too, that French experts in the chemical field were to be limited or rather stayed.

In order to fulfil these wishes and demands I.G. reckened on obtaining the support of the German authorities to when she applied. The French were also to be given to understand that the settlement which was being effected by I.G. represented the goal pursued by the Germans. As regards the pressure to be exerted it was intended amongst other things that a satisfactory solution of I.G. Farben's relations to the French chanical industry should be made a condition for the resumption of production in the French chanical industry and for its supplying with raw materials and power. The I.G. expressed its ideas on this point to the official agencies when asking for support in the carrying—out of the settlement it planned.

I also remember that there was a discussion of the important problem of import and export between occupied and unoccupied France, but I do not remember any details.

As regards the ultimate settlement reached, I remember that I.G. received a 51% participation in the corporation "Francolor" which was to be founded. I myself should have been glad to see the majority left in the hands of the French. My own criticism of the Francolor Agreement began therefore at this point whereas the remainder of the Agreement came much too little into my own sphere of work for me to allow myself an opinion on the different details. I also remember that wen Schmitzler agreed to my criticism of our 51% participation, but that, as he told me later, the technical experts of I.G., in this case I mean ter Meer and his staff, insisted on the majority participation.

2.) RHOME-POULING.

Here I do not remember any details at all. I know that Herr Mann took part in our visit to see the German authorities in

TRANSLATION OF DOCUMENT NO. NI - 10263

Wiesbaden and Paris etc. at the end of August/September 1940 and discussed problems in the pharmaceutical field with them. Herr Mann also found the occasion a suitable one to make claims in the pharmaceutical field and to urge that there should be a new settlement. As he was prosent in person as chief of the pharmaceutical branch, all these questions acquired greater proportions in my memory of the conferences than the dyestuffs field.

(page 2 of original)

I have carefully read this declaration and have signed it personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(signed): Dr. Kurt Krueger
DR. KURT KRUEGER

Sworn to and signed before no this 23rd day of August 1947, at Palace of Justice, Murnberg, Germany, by Dr. KURT KRUEGER, known to no to be the person naking the above affidavit.

(signed): Randolph H. Newman RANDOLPH H. NEWMAN, Attorney, AGO B 397712, Office of Chief of Counsel for War Crimes U.S. Wer Department.

CERTIFICATE OF TRAFSLATION.

I, DOROTHY E. PLUMINER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI -

28 AUGUST 1947

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DOROTHY E. PLUMMER USFOT 482.

(END)

TRANSLATION OF EXCERPT OF DOCUMENT NO. NI-4845 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

NO. 242

Minutes

of the Neeting of the enlarged Farben Committee on 20 October 1942. The following were present:

Dr. v. Schnitzler
Herr K.-R. Waibel
Dr. Kugler
Herr Koehler
Dr. Zuepper
Herr v. Bruening
Herr Eckert
Herr Jungbluth
Dr. Kesseler
Dr. Nuesslein
Dr. Overhoff
Herr Pabst
Dr. Pflaumer
Herr Schwab
Herr Weigandt
Dr. Wingler

and also Dr. Struss

(Page 2 of original)

4) Francolor

(4)

The following report was issued of the meeting held by the Comite Commercial (Commercial Committee) on 6 October 1942 and of that of the Conseil d'Administration (Verwaltungs-rat) on 7 October 1942.

The course taken by the production and turnover of Francolor may be termed satisfactory considering the difficulties which are known to exist with respect to fuel. Francolor was guaranteed definite assistance by the assurance that for intermediary products etc. it could be supplied with orders to fill German Wehrmacht requirements. In addition, the Francolor production will now be turned to account for manufactures for the Kehrl-Schieber plan.

The situation as regards profits is also satisfactory.

TRANSLATION OF EXCERPT OF DOCUMENT NO. NI-4845

This fact and considerations in general make it possible to foresee that Francolor will pay out a dividend in 1942 already.

Admittedly, this presupposed deviation from the provisions contained in the agreement for the granting of
credits to plants. The parent companies in Francolor are
reducing their credits to plants to the amount put forward
by I.G.. The sums which are then still needed by the plants
are borrowed by Francolor directly from French banks at a
convenient rate of interest.

(Page 5 of original)

(signed) v. Schnitzler

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-4845.

30 July 1947

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DOROTHY E, PLUMER USFET 482

-2-

TRANSLATION OF DOCUMENT NO.NI-10541 OFFICE OF CHISF OF COUNSEL FOR WAR CRIES

3 November 1945

Decision on Potition Deposit Registration Number 13

Ms. 4 Documents

LOR CIVIL TRIBUNAL

FRANCOLOR

of the Departement of the Seine. The President of the Inferior Court. of the Civil Tribunal of the Departement of the Seine, in session in the Palace of Justice, Paris, gave a decision following a petition filed with him for such a decision, the said petition and decision being deposited in the Registry of the Tribunal, in accordance with the record of deposit dated 3 November 1945.

The fellowing is the tenor of the said record of deposit, petition and decision:

3 November nineteen hundred and forty five.

I, the undersigned, Clerk of the Court, have deposited, at the request of the Fublic Prosecutor of this Tribunal, a decision given on 3 November mineteen hundred and forty five by the President of the same Tribunal, pursuant to the regulations pertaining to public law, contained in the decree of 5 October mineteen hundred and forty four,

The said decision which will be registered at the same time as the present record of deposit, has the following contents: it declares the legal nullity of the transfer of the 40.300 shares of the Societe *Colorants Anonyme des latieres*et de Produits Chimiques FR.NCOLOR; it orders the discontinuation of the sequestration which followed the decree of the said Tribunal dated 13 October minutes hundred and forty four, and it entrusts to the administration of the Public Property Office (Domaines) the preservation of the property, rights and interests represented by the steek certificates.

No.13

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The Public Prosecutor

I. Lazard

(page 2 of original)

of these proceedings, the present record as and and signed as follows

Signed: Jouan
Limined and stamp-duty charged.
- - November mineteen hundred and forty five,
Number
Stamp charge 110 frames
Signed: Deloruzel.

The Public Prosecutor to the President of the Inferior Court of the fribunal of the Seine.

I, the Public Prosecutor, submit the Pollo ing:

TRANSLATION OF EXCERNIT OF DOCUMENT NO. NI-4846 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES No. 243

Minutes

of the Heeting of the enlarged Farben Committee on 10 Harch 1943. The following were present:

> Dr. v. Schnitzler Dr. Kugler Herr Koehler Dr. Kuepper Herr v. Bruening Herr Eckert Herr Jungbluth Dr. Kesseler Dr. Overhoff Dr. Pflaumer Dr. Ruesch Herr Schwab Herr Voigt Herr Weigandt Dr. Wingler

and also Dr. Struss

(Page 2 of original)

泰特拉特特特特特拉特特特特

4) Francolor In spite of manifold difficulties in particular in procuring fuel, the 1942 business year was brought to a close with thoroughly satisfactory results as regards the business turnover. The part played by dyestuffs in the overall sales has admittedly somewhat declined, but nevertheless still represents the greater part of the entire Francolor market.

A striking phenomenon is the minor importance of the turnover in textile auxiliaries.

The profits of the first business year were also thoroughly satisfactory.

Cooperation with the French dyestuff industry has proved itself to be good and the commitment of Francolor for Wehrmacht manufactures has on the whole worked well.

(Page 4 of original)

(signed) v. Schnitzler

I, DOROTHY E. PLUMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document NO. NI-4846.

DOROTHY T. PLUIDIER . USFET 482

30 July 1947

TRANSLATION OF DOCUMENT NO.NI-10541 OFFICE OF CHILF OF COUNSEL FOR MAR CRIES

3 November 1945

Decision on Petition Deposit Registration Number 13

Ms. 4 Documents

ENTR.CT FROM THE RECORDS OF THE REGISTRY OF THE INFERIOR COURT OF THE LOR CIVIL TRIBUNAL.

FRANCOLOR

of the Departement of the Seine. The President of the Inferior Court. of the Civil Tribunal of the Departement of the Seine, in session in the Palace of Justice, Paris, gave a decision following a petition filed with him for such a decision, the said petition and decision being deposited in the Registry of the Tribunal, in accordance with the record of deposit dated 3 November 1945.

The fellowing is the tenor of the said record of deposit, petition and decision:

3 November nineteen hundred and forty five.

I, the undersigned, Clerk of the Court, have deposited, at the request of the Public Prosecutor of this Tribunal, a decision given on 3 November minoteen hundred and forty five by the President of the same Tribunal, pursuant to the regulations pertaining to public law, contained in the decree of 5 October minoteen hundred and forty four.

The said decision which will be registered at the same time as the present record of deposit, has the following contents: it declares, the legal nullity of the transfer of the 40.000 shares of the Societé *Colorantes Anonyme des lationes*et de Freduits Chimiques FR.NCOLOR; it orders the discentinuation of the sequestration which followed the decree of the said Tribunal dated 13 October nineteen hundred and forty four, and it entrusts to the administration of the Public Property Office (Demaines) the preservation of the property, rights and interests represented by the stock certificates.

Ne.13 The Public Presecutor

1. Lazard

(page 2 of original)

of those proceedings, the present record has unde and signed as follows

Signed: Jouan
Limined and stemp-duty charged.
- - - November mineteen hundred and forty five,
Number
Stemp charge 110 frames
Signed: Delorusel.

Potition.

The Public Prosecutor to the President of the Inferior Court of the fribunal of the Seine.

I, the rublic Prosceutor, submit the following:

TRINSLITION OF DURBLET NO.NI-10541 CONTLUED (page 2 of original, contid)

- 1) Evidence was submitted to the Court of Justice of the Department of the Scine (Recommic Section) against Nesses. FROSS.ED, DUCHELL, THER MR, President Director General and numbers of the Board of Lanagement respectively of the Societé Amongue de Matières Colorantes et de Produits Chimiques FR. MCOLOR, on the charge of jeopardizing the external security of the State.
- 2) By agreement of 18 November mineteen hundred and forty one, the French Companies:
 Compagnic Nationale des Nationes Colorantes et Nanufactures de Produits Chimiques du Nord réunies,
 Etablissements Kuhlmann,
 Societé Anonyme des Nationes Colorantes et Produits Chimiques de Saint-Denis,
 Compagnic Française de Produits Chimiques et Nationes Colorantes de Saint-Clair du Rhone assigned to the German Company

(page 3 of original)

I.G. FARBERHADUSTRIE AKTIONGESELLICH.Fr. Prenkfurt, forty thousand eight hundred shares of the Societé Anonyme des Nationes Colorantes et Produits Chimiques FR.NCOLOR.

- 3) as equivalent to these forty thousand eight hundred shares and in lieu of each payment, the German Company transferred to the three French Companies tuelve thousand seven hundred and fifty of its own shares.
- 4) This transfer, apparently legal, conducted to the advantage of the energy, falls primarily within the scope and menning of the decree of 9 June mineteen hundred and forty five, the first article of which declares "legally invalid all acts, transfers and apparently legal transactions offected with the consent of the vectims in circumstances as defined in the declaration of the United Nations, dated 5 January mineteen hundred and forty three, as a result of which the energy case into possession, directly or by the of an intermediary, of property, rights and interests belonging to French persons and corporate bodies in France or abroad.
- 5) By the decirration signed in London on 5 January minetoen hundred and forty three, the United Lations reserved full right to declare invalid all transfers or transactions affecting all property, rights or interests of any nature thatsoever

(page 4 of original)

which are or tore in the territories occupied or controlled directly or indirectly by enemy Covernments, or thich belong or have blonged to persons (including corporate bodies) residing in these territories, as tell as apparently legal transactions, even then they tould appear to have been effected with the consent of the victims.

(page 4 of original, cont'd)

- 6) This transfer, brought about by the energy during the occupation, at his instigation and to his adventage, of necessity involved the application of the decree of 9 June minuteen hundred and forty five which stipulates the invalidation of the transfer effected to the advantage of I.G.FARELI DUSTRIL . TIL MESULISCH FT.
- 7) hatever may be the form of the transfer involved, the exception of article thirteen of the decree of 21 ipril mineteen hundred and forty five could not apply in this case.
- bundred and forty five, being the third order authorizing application of the decree of 12 November minuteen hundred and forty three on the nullity of acts of speliation constitued by the enemy or under enemy control and declaring the nullity of acts of speliation offected by the enemy to his our advantage, and the decree of 23 July minuteen hundred and forty five enforcing the said decree.

(page 5 of original)

I have the honor to beg, ir. President, that it will please you,

To confirm the logal mullity of the transfor of the forty thousand eight hundred shares of the Societé anony e de Latieres Celerantes et de Produits Chimiques Francolor coded to the German company I.G. FARBELL DUSTATE GREENLECH.FT by the three Franch companies

(- Compagnio Mationale des Matières Colorantes et Manufacture de Produits Chimiques du Nord réunies, Etablissements Kuhlmann, (- Société Anonyme des Matières Colorantes et Produits Chimiques de Saint Denis, (-Compagnio Française de Produits Chimiques et Matières Colorantes de Saint Clair du Rhone.

To do and the discontinuation of the sequestration resulting from decision of the President of the Civil Tribunal of the Seine, date 12 October 1544.

To entrust to the administration of the Public Property Office the preservation of the property, rights and interests represented by the stock cortificates indicated above, by giving them in particular ful authority to take the necessary protective measures in lieu of the legith ate owners, and especially to take proceedings, through whatever representative they by choose, for the tracing of the transferred shares.

(page 6 of original)

Signed in the court of the Seine, 3 November 1945, The Public Presentor Signed: Massart. (page 6 of origin 1, cont'd)

Decision.

I, President of the Civil Tribunel of the Seine, issue the following provisional injunction,

on the petition appended here from the Public Prosecutor, dated 3 November 1945, and in acknowledgement of its reasoning,

based on the decree of 9 June 1945, enforcing the third application of the decision of 12 November 1943, on the invalidity of the acts of speliction performed by the enemy to his gain, tegether with the decrees 23 June 1945, enforcing application of the said decision.

1) We confirm the legal mullity of the transfer of the forty thousand eight hundred shares of the Societé Anonyme de Matières Colorantes et de Produits Chimiques Francolor coded to the German company I.G. FARRACT DUSTAIN GESEL SCHAFT by the three French companies:

-Compagnio Mationalo des latières Colorantes et Manufacture de Produits Chiniques du Mord réunies, Etablissements Muhlmann

Etablissaments Kuhlmann. *-pocieto Nationale de Hatières Colorantes et Freduits Chimiques de

Saint Donis. -Compagnio Prançaiso do Produits Chimques et Matières Colorantes de Saint Clair du Rhone.

- 2) to order the discontinuation of the sequestration resulting from our decision dated 13 October 1944.
- 3) to entrust to the administration of the Public Property Office the preservation of the property rights and interests represented by the stock certificates indicated above, granting them in particula full authority to take all necessary protective measures in licu of the legitimate owners, and especially to take proceedings, through whatever representative they may choose, for the tracing of the transferred shares.

Signed in the Palace of Justice/Faris, 3 November 1945.
President of the Tribunal of the Scine,
Signed: Rousselet
The draft of this decision has been signed by the President.
Endorsed for stamp duty and registered in Faris on
November 1945, Number . . .
Charge: 115 frames.
Signed: Deleruzel.

(pige 8 of original)

This copy made on duty-free paper at the request of the Public Prosecutor, acting by virtue of the decree dated 5 October 1944.

FOR COPY_

Signaturo:

Collated.

*(page 7 of

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(page 9 of original)

LITERNATIONAL MILITARY TRIBUNAL OFFICIAL REPORT for Hajor War Criminals

- PUBLIC PROSECUTOR French Dologation

20, Place Vendene PARIS

The year mineteen hundred and forty soven 11 April. I, Charles GERTHOFFER, Deputy for

the Public Prosecutor of the Seine Tribunal, delegate of the Minister Telephone: OPERA 73-27 - 14-60. of Justice with the Chief of Counsol for War Crimos,

went to the Ministry of Justice in Paris, where M. Marion, Director of Civil Affairs, handed me a copy of the decision given by the President of the Civil Tribunal of the Seine on 3 November 1945, at the request of the Public Prosecutor of the Seine Tribunal, confirming the legal nullity of the transfer of 48.100 shares of the Societé de Matieres colorantes et Produits chimiques coded to the I.G. Farbon Industric.

Having assured myself that the said decision was no longer appealable, I have endersed the said copy "no variatur" and have appended it to this official report.

Signature: C. Gorthoffer.

CERTIFICATE OF TRAIL ATTON

13 October 1947

No. PATRICIA E.C. DOD, ETC-No.20139 and BERYL C. BESWICK, No. D-427459, horoby cortify that we are duly appointed translators of the French and English languages and that the above is a true end correct translation of the document No.NI-10541.

PATRICIA E.C. COD, ETO No. 20139

BATTL C. BES ICK, No. D-427459.

-5-"END" MILITA VIANO. 1-17 = 59

anglish



INDEX TO DOCUMENT BOOK LIX

COUNT II - SPOLIATION FRANCE (RHOWE-FOULTHO).

No.	Document No.	Description of Document	Pago No.
	NI-7992	Excerpt from confidential letter of Borlin NW 7 office to Leverhusen (signature illegible), 30 August 1940, to which, e.c., Vowi report on Ehone- Poulone of 28 August 1940 (not signed) is attached: Gives full description of Ehone-Poulone.	1
	WI-6839 (elready in ovidence as Pros. Etch. Loc. Book)	Report on negotieti as et l'iosbedon (29 august 1940), Peris (31 August/2 September 1940) end, again, l'iosbedon (5 September 1940) between Menn, Grobel, Mugler, Kruegos Torheer, and representatives of the Mazi Government, concerning stops to be taken at regard to Trench chemical and pharmacoutical industries, and concerning the preparedness of the German authorities to help Farbon by preventing French Dyestuff producers from resuming production.	11
	NI-10399	Copy of file note on defendent Menn's Periodiscussions with Ter Administration Council (Er. Molb) and with Ministerial dirigent br. Michel on 4/5 October 1940: concerning stops to be taken in connection with Rhono-Poulenc.	1
	HI-8613	Letter Faure-Beaulieu to Wendling, Lirocto of Rhone-Poulenc, 8 October 1940; attached thereto note setting forth jonaral principles for an expresent between Bayer and Rhone-Poulenc.	21
	MI-7651	Lotter Brock/Erentz, Ferben employees in Paris, to defendent Menn, 8 October 1940; reporting on first contact between Feure-Bezulieu and Rhono-Poulone.	24
	WI-8612	Authenticated copy of note of Harcel To, (at that time Managin; Indincor, later General Harager of Rhone-Fouland; and Venclin; on Farben's note, as submitted to them by Faure-Besulieu on 8 October 1946)	26

WI-6800 Excerpt from copy of minutes of Ferben's
Phermaceutical Committee meeting, 11
October 1940;
reporting on Ferben's intention, as discussed with the German Government, to
set up a sales company jointly with
Elementoulenc, in which Ferben would participate with 515.

28

HI-7656 Note of defendent Mann on his discussion with ir. Rehrer of Scherin; 16 October 1940:
ellocatin as between themselves their spheres of interest in chemical-pharmacoutical enterprises in France, Belgium, and Holland.

30

NI-7654 Copy of letter from Ferben, signed defendent Brue-gomenn and Redies (Ferben director Leverkusen) to German Ministry of Justice, 4 Movember 1940; attached thereto Ferben's report on the patent situation in France with respect to pharmacoutical products, and Ferben's comprehensive suggestions as to a new French patent law.

31

WI-10471 Copy of mimutes of meeting in the Reich Ministry of Economics, 12 November 1940: stressing the importance of a new patent law in France. 48

MI-7658 Lotter signed Brock/Krentz to defendent
Menn, 15 November 1940:
reporting on discussion hold with Mr. FouroBeculieu in the course of which, e.c.,
Brock/Krentz pointed out that the planned
distribution of profits represented, to
some extent, a compensation for the demage
Ferbon fools it suffered owing to the
actions of Rhono-Poulone.

52

WI-7639 Copy of minutes of meetin; with Rhone-Poulone, propered by Terner Schmitz, Ferben Prokurist Leverkusen, 20/30 November and 2 Lecember 1940: No agreement reached; negotiations discontinued for the time being.

55

NI-8080 Excerpt from minutes of Verstand meeting, 12 lecember 1940: containing, a.o., Menn's report on his negotiations with Ehone-Poulenc, and the agreement on principle concerning license fees to be paid by Ehone-Toulenc.

59

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MI-7632 Copy of letter from Ferden, si med defendent Menn end Grobel, (Ferden Director
Leverhusen) to Rhone-Poulone end Specie,
18 December 1940:
explaining the changes Ferden made in the
French dreft of the license erroement;
stating, e.o., that all references to the
stitude taken by the German Government
are to be aliminated.

61

NI-8450 Circular letter of Farben's Legal Do ertment (signature illegible), 25 February 1942, to defendent you Knierien and others, concerning official directives as to considering contracts with foreign nationals to be either yellid or invalid, as it may fit the German party.

65

NI-6944 Liconso agreement between Beyor end Rhone-Foulenc/Specie, 30 December 1940. 68

NI-7646 Letter from Krentz to Grobel, 9 Jenuary 1941: reporting on conversation with ir. Kolb concerning license agreement Ehone-Poulenc, and concerning the idea of a joint sales company.

74

NI- 10724 Str. re: Conclusion of contract 77

- 3 -

EXCERPT OF TRANSLATION OF LOCUMENT HI-7992 OUTICE OF CHIEF OF COUNSEL FOR WAR CRIMES. 1. C. Berlin NW 7 Unter den Linden 78.

To: Managing Department
-Direktionsabteilung (Bayer)-

Confidential

Leverkusen.

Your Rof. Your letter Our letter

Our Reference; to be quoted in reply; Berlin M.7 Unter den Zindon

78.

Dr.lie/Kr.1702

30 August 1940.

Ref .:

Ca

The most important enterprises of the chemical industry in France.

In continuation of our reports on the most important chemical enterprises in France, we enclose a supplementary report

Your 4123 Soc. des Usines Chimiques Rhone-Poulenc, Peris

for your information. Please send us any corrections or additional information which may be necessary.

ECONOMICS DEPARTMENT (VOLKSWIRTSCHAFTLICHE ABTEILUNG)

(Signature): illegible.

(Intial): W.

1 Enclosure.

4123

I.G. FAREN TYDUSTRIE ANTHENGESELLSCHAFT VOLKSYLL BOCKFTLICHE ABTEILUNG

Soc. des Usines Chimiques Prone-Poulenc, Paris.

Growth: Established 1895 under the name of Soc. Chimiques des Usines du Rhone, as successor to the Société established 1886 under the collective name of Gilliard, Monnet et Cartier, with a capital of Fr. 3.000.000.—. The company, which specialized in the manufacture of fine chemicals and pharmaceutical preparations, was very presperous during the war, due to the absence of German competition, especially through the manufacture of gases used for combat purposes and saccharin. After the Great War, it secured first place in the French market for pharmaceutical preparations and fine chemicals and has since added the manufacture of synthetic resin to its field of production. 1923 the Ets.

Poulene-Frères, specialists in 192 manufacture of pharmaceutical preparations and inetegraphic

EXCERPT OF TRANSLATION OF DOC.NI - 7992 CONTID.

chonicals, was analgamated with the present firm, under an altered name. Practically speaking, Rhone-Poulenc obtained in this way a monopoly in the French home market for many products, especially in the pharmacoutical field. Rhone-Poulenc also holds a strong position - if not the lead - in France in the field of synthetic products, fine chemicals, photographic chemicals and solvents. Through one of its subsidiaries - Sec. Rhodiaceta - it holds the leading position in the production of acctate rayon in France. Following the nergor which took place in 1928, various minor plants were closed down in the years following 1930, and the production program, apart from the Swiss plant, La Plaine, was concentrated in three plants which in the meantine had reached various stages of modernization.

President of the Vorwaltungsrat:

Albert Buisson, Paris.

Board of Directors: Marcel Bo, Managing Director Professor Blaise, Scientific Director Edouard Prince, Technical Director G. Mondling, Director of the Head Office (Zentrale)

R. Trimbach, Business Manager.

Cepital stock: Fr. 200.000.000,---

Principal stockholders: Family of Charles Gillet, Lyon, " " Camille Poulone, Paris

m Frédéric Manault, Paris

" Rone Aynord, Lyon

W Rothschild

Credit Comercial de France

(page 2 of original)

Plants:

Vitry-sur-Scino (Scinc) Manufacture of photographic chanicals, pharmacoutical products, fino chamicals,) jointly with ceranics lab. equipment) Prolabo.

Roussillon (or Poage-do-Roussillon) (Iserc) immufacture of collulose acetate and synthetic substance. acctic acid and solvents.

During the World War, manufacture of wer gases especially nusterd gas and "yollow cross" (vesicant) gas, at present probably a shadow factory (KCl = electrolysis with Nonthey cells for the manufacture of KOH and chloring).

Saint-Fons (Rhone) Plant I: Hanufacture of pharmaceutical products, fine chemicals, synthetic substruces, raw materials for the perfume industry.

EXCEPT OF TRANSLATION OF DOCUMENT TI-705" CONT'D.

Plant II: (formerly owned by the A.Q. fuer Anilinfabrikation manufacture of Aniline)
experimental rayon plant for cellulose acetate process.

<u>Hontreuil-sous-Bois</u> (Seine) formerly meaufacturing ceramics and laboratory equipment closed down in 1935, after transfer of production to Vitry plant.

Thiais (Seine)

closed down 1935, after transfer of production program
to Vitry.

Livron (Drome)
closed down before 1935.

Loriol (.) closed down before 1935.

Pouzin (Ardeche) closed down before 1935.

Paris
pharmaceutical laboratory,
plus 3 workshops.

La Plaine, near Geneya (Switzerland)
manufacture of pharmaceutical products and synthetic
substances.

(page 3 of original)

Products: Pharmaceutical products, including

CERTIFICATE OF TRAUSLATION

I, NOMA A.H.HACLEOD, HEP 38347, hereby cortify that I am thoroughly conversent with the English and G cann languages and that the above is a true and correct translation of Document No. FI - 7992.

20 Sentember 1947

(

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HOHA A.H. HACLEOD

(EFD)

TRANSLATION OF DOCUMENT NO. NI-3839 Office of Chief of Counsel for War Crimes

Secret!

This is a State Secret in accordance with Paragraph 83 of the Reich / Ponal Code, (RStGB) as in the version of the law dated 24 April 1934 (Reichgesetzblatt I P. 341 and following).

Negotiations for the Planning of Peace in Wiesbaden (29.8.), Paris (31. 2-2.9.), Brussel (4.9.) and Wiesbaden (5.9.)

Participants:

Consul General Mann Leverkusen
Director Dr. Grobel Leverkusen
Director Dr. Kumler Frankfurt
Director Dr. Krueger Borlin
Dr. Torhaar Borlin

I.Proliminary discussions in Micsbacon (20.8.)

as the chief result of the preliminary discussions hold on 20 August with the artistics Delegation for Secondaric questions (Secretary of the belegation won Haltzan seting as deputy in the absence of the hold of the delegation, Ambassador Herman), it is to be noted that after a detailed exposition by Consul General Hann of the problems existing in the Pharma-field—the armistics Deligation for Secondaric questions unanimusly approved of our plan to bring bout a private economic settlement with Rhone Poulone which would at the same time suit public interests, with the reservation that if the occasion areas after the termination of the journey to Paris, we could have a final discussion with the hold of the delegation

TAANSLATION OF DOCULTAT NO. NI-0359

Ambassador Hommon, on the separate items of our proposals.

A discussion followed of the dy stuff complex which showed that (spart from the rooly liven by the Delayation in the mountime to the Union Syndicale) Wiestaden has not chem od its attitude at the moment in relards to the handling of the Kuhlmann question.

(page 2 of original)

With respect to Collophen, Heltzan was informed in accordance with the directives of Ander up that it spens expedient to advise the French a encies officially at a suitable expedient that the Collophen production must be considered as a luxury-production, so that the way can be preserved in this manner for fruitful negotiations with the French partner without burdening Kalle.

As reports the question of purchase it was settled that the corryin, but of the supplies of phesolates still depends for the time being on the preliminary questions relating to the clearing a respect which will still require a certain about of time for clarification. It was a reed that Micsbacon should be given an expose clearly informing it of our interests in the phesolate field.

During this special conference the (energl political and occupate situation of France was discussed. The clief thing to be noted here is that out of the current negatiations concerning the relaxing of the line of demoration and the strengthening of German influence in the top key offices of the Franch organization (in particular for formin trade, supervision of forming exchange, prices and rationing), a new phase is obviously oraning as in our political-section relations with France, which will probably make it necessary to incurrence a series of new measures, the details of a ich

it is impossible to forced today.

as one of those measures concerns the charification of the French customs system which is characterized today by the use of a concern tariff it was a reed

(page 3 of original)

that the wishes of the I.G. as regards customs should be coordinated and after respective discussion with the German a encies they should be sent on to the Armistice Del Antion for the information of Memmen.

In this connection the armistice Delegation was werned of the cossibility that the development of the clearing business would seen give rise to difficulties in the transportation sector and that Frence would undoubtedly endeaver to counteract forced German expertation by the introduction of some form of control of quantities. For this reason it was decided to keep in regular contact with Wiesbaden for the clarification of all difficulties resulting from the clearing business.

(page 4 of original)

II. Conferences in Paris (31.3,-2.9.)

a) Office for Economy and armament (Oberstleutnant Noof).

Moof was informed through Consul General Mann of the Pharma interests and the Leverkusen plans. The goal and precedure used by Leverkusen were approved by Neef - although, however, he amphasized the flot that their effect on the Manne-Poulenc production in the unoccurred zone might meet with certain difficulties. Neef hopes, however, to counterest these difficulties for our I.G. interests by introducing his plans for a compulsory authorization for the resumption of production and to this end he requested the corresponding partitions, in which the following approximately is to be set flown -

separately for the occupied and unoccupied zones -:

- 1.) Statement of firms which are producing
- 2.) The products of those firms

(3)

(2)

- 3.) Measons against the taking up of a particular production
- 4.) Information obtained as to the possibility of German deliveries covering French requirements in the products of French firms which have not been but into operation a min.

As it was possible only in the case of Parbon to dissense with the a resment with other Corunn firms or with the economic group which was necessary for such a proposal, it is only

(sa s 5 of ori inal)

for the dynatuff complex that such a probosal has been passed on to Moof up to now, and this has been done with the simultaneous informing of the Economy Department France and of the Armistice Delegation.

Whether further proposals are useful is a point which it will only be mossible to decide when it has been shown elearly that the point of view taken by the Economy Department France which is exposed to that of Meef (and according to which such authorization procedure is turned down) is a just one.

In conclusion arrangements were made to maintain a re-ular contact with Neef in Wiesbaden and Paris. Neef is willing to but himself at our disposal for further consultations.

b) Economic Donartment France.

1.) Chief of War Administration Lin. Dir. Hichal.

lin. Dir. Michal who was informed by Consul General Mann in the same way as Neef about the Thorna situation and was advised by Dr. Kupler about the further development of the dyestuffs complex, declared himself in complete accord with the procedure of the I.G.. It is noteworthy that throw bout

his statements he stressed the fact unequivocally that the fundamental principle of his work was that the existing "historic chance of adjusting French economy to Corman requirements through appropriate interference in the French economic system, must be utilized completely and to the full."

He confirmed thereby the development which they had already learned of in Wiesbaden, that the relexing of the line of demarkation is to be compensated by new appointments in the supreme e-mand (commissioner for forcin trade and a consissioner for forcin exchange

(on a S of original)

without the right to issue directives but with the right of veto) and a German-Italian executive on the French customs borders.

(B)

The relaxing of the line will be restricted to the gradual abolition of the limitation imposed on goods— and passenger traffic (with the institution of a compulsory visa), improvements in goods traffic and the facilities for currency circulation and in the postal traffic between the occupied and proccupied zones which mitherto had been restricted to a quota of 300 letters a day.

With respect to the pressure which we felt might be necessary in the sphere of the negotiations planned for private economy he pointed to the fundamental necessity of calling on the Department for Industrial Economy or the Chemical Group in the Department of Economy France.

He declared that he hims if was roady, on the occasion of his frequent conferences in Paris with the accordance Secretary of State of the French Ministry of Production to refer to the wrong which had been eaused by the natent system to the German characteristical industry and to the increasing.

burden which was thoroby being created for the future of French industry. In this way he hoped to help us with respect to the difficult problem of acquiring control over the Minne Poulenc production situated in the unoccupied zone.

For the purpose of this action Michel was liven a short memorandum on the Rhone-Poulone situation.

After this Highel was informed of the difficulties which might arise for German exports as a result of the new electing agreement. The problem of transportation which stands most to the fore is to be clarified according to his directive through our contacting the leader of the Chemical Group, Dr. Kolb.

(page 7 of original)

Of essential interest for the concrete handlin of the steering of production in the French factories which interested I.G. was his reference to the comparatively for-reachin autonomy of the regional offices of the military administration, with which contact must be established as a metter of emodiency through the Feldhammandanturs, in order to prevent short circuits from that side. A list of the Feldhammandaturs has been prepared.

2.) Oborkrie sverwaltun srat Bolck (Descriptiont Industrial Economy, Chemical Group - Dr. Kolb.

The result of the detailed exposition made by Consul
General Hann was that our point of view with respect to the
treatment of the Pharma complex was admitted on principle by
both contlemen. With regard to separate items the following
decisive points seemed especially worthy of note:

a) The settling of the Pharma complex through the channels of patent legislation would doubtless be an excellent solution, but has the drawback that this solution will



probably take a long time to meterialize as it is bound up with the French legislation and the peace treaty. For this reason it would seem advisable to seek an interim solution through the channels of private economy.

- b.) Considerable difficulties will certainly arise from the fact that Rhone-Poulenc is situated in the unaccuried zone, as our chances of gaining control there are very slight. For this reason Dr. Kolb suggests that we should endeavor to acquire direct influence both in the occupied and unoccupied zones by the exercise of control over the allocations of raw materials.
- c.) A further matter for consideration is the variety of the Rhone-Poulone production, above all the fact that Rhone-Poulone has a positive value also for the Germans in the collulese field

(mag a 8 of original)

and through its relations to Rhodiasota.

(4)

The beginning of part-production in this field and in that of various chemicals seems difficult to avoid espectably as German interests have already been emphasized through the visit of Secretary of State Schiolar.

There results from all this the necessity for particular forest ht and for a lasting a recommt with the other German parties interested. The necessity for contacting Grillet which was mentioned by Kolb is of considerable importance in this connection.

Discussion of this conclicated situation lives rise to the question whether on an analogy with the Gyastuff field a special settlement can be found for Leverbusen through the exclusion of the Pharma part of Rhone-Paulenc. recommendation that on agreement with Un switter connections must be est blished with Whone-Poulone at whatever appears to be a psychologically suitable moment in order to came to a sound agreement as regards private according. Belok and Kolb are at our disposal to exercise pressure for any such future transactions, should it appear desirable in the course of the development. At the discussion of the dyestuff sector which brought up no new points of view, it was announced that objections had been made to the authorization procedure proposed by Neef. In spite of this, for purposes of information, holek was liven the text of the Parben memorandum which had been sent to Neef for the authorization procedure.

(page 9 of original) .

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With regard to the field of whote proby we had been informed that Redak Deutschland had intervened with the Propaganda Office Paris (Lam fold Berlin). This may bring with it according to all appearances a starting up of Kodak France which will run counter to the glans for pre-hibiting the reopening of the France photographic industry. Discussion of this problem have no very clear results. Nevertheless the assurance given by bolck and Kolb was to the effect that the decision which had been taken, and which must unfortunately be kept secret, would be satisfactory in every way for I.G.

The report which followed on the production of collophane was answered by Herr Kolb with the statement that the open prohibition of a production which in the present situation was superfluous could be avoided through a camouflyied procedure which seemed to him more expedient,

namely through the non-allocation of indispensable resmaterials (plasticizing a onts and solvents) and this would have the effect of preventing the restarting of "La Collegiane".

The following discussion of the transportation question showed that there was perfect willingness to give us comprehensive support.

It was a reed that the I.G. offices in Paris which are everywhenced through transportation should contact the efficials in there of transportation in the Economic Downtheast (von Sussdorf) in order to try and find ways of bringing about alequate relief until the conoral masin of the transportation question which may be expected in some four weeks time.

5.) Chief of Interior Administration, Group Madieinal Products (Dr. Bardenhouer).

In order to evoid any wrong dispositions which his ht arise from the situation of the Pharma-product surely in connection with the instructions

(n c 10 of ori inal)

of the German agencies in Paris relative to their health policy, the public commissioner (keamissarisemer Leiter) of this group was informed of the situation in Therma and of the arrive cossibilities for Colivery by Leverhusen.

d.) German Embassy.

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a) Councillar of the La etion Robin.

In order to keep the Ger inn Embass; our ontly informed, as it may possibly are anize a special economic department to supplement the Ger ian a encies which along y exist, Councillor of the Lastion Raim was informed of the different fields in which the I.G. is interested.

b) Counciller of the Legation Gardenann. * Counciller of the Legation Dr. Gardenann who is the Ma Nor

of the embrasy in charge of the working out of agrarian questions was given the same information with respect to the special problems in this field. Close contact was promised and the transmittal of all particulars.

5.) Pronquanda-Office Paris.

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In view of the outstanding importance for the A fa of the activity of the Propaganda Office in the sphere of film production proparation was made for technical consultations by Herr von Mallinekroet by est blishing contact with the London of the Office, Macchier.

At the technical consultations of Hallinckroat it was seen that the lack of row film is actually a decisive element for the evaluation of the Kodek situation in France which is to be clarified in borlin by means of negotiations with all the a encies involved in the first week of September.

It is to be presumed that the contact which has now been established between Acf Paris and Waschter will have created a possibility for stating elearly the interests of I.G. in the steering of the French film-production.

(page 11 of original)

5.) At different no otintions, which were conducted with <u>Haitre Lonele</u> amongst other people, the question of the incorporation of the Pharma business in France in the Sepi was stated so clearly from the legal point of view that after a consultation between Consul General Hann and Herr von Schnitzler this incorporation can be effected.

Most from the negotiations already mentioned all those who tok part in the mission had conferences for purposes of information with their business acquaintances and with all the staff of the I.G. who could be reached in Peris. In order to ensure a helpful cooperation and to derive the utmost benefit from all information which fell into their hands,

requier contact was arranged with the staff of the I.G. who lived in Paris.

From the mass of information pathored at these conferences the following items are chiefly interesting as entchwords:

Duchemin is in touch with Kolb and is said to be "reasonable."

Thesmar is in Paris and is considered by the German
a cacles to be "nicer than the Kuhlmann people".

According to what he says Pressard cannot enter the occupied zone as he would have to expect trouble in the occupied zone as a "German deserter". Whein the an authority his opinion that Kuhlmann would shortly "jo on doin thin, s on quité a big seale.".

Information of the pharmacoutist whom Dr. Grobel has rehired from Rhone-Poulenc, according to which both R.-P. as well as Kunluman are concerned because the I.C. has not yet ande any attempt to renew conn ctions with them in some way or other.

(on a 12 of ori incl)

III. Conforences in Brussels on 4.0.1940.

1.) Oberkrie, sverwaltun srat Keyser.

Keyser, who was informed of the fundamental interests of the I.G., and in particular of the Pharma situation pointed out that he was not in a position to take any stand towards the separate technical questions of the I.G.. He sketched a micture, however, of the economic-political situation of Hellium at the present time and underlined the importance of the interplacing of German and Belgian economy which was desired by Reich karshal George in connection with the work of reconstruction.

To montion details it was interesting to note his

references to the fact that 85% of the coal production had already been not main; again, and that in the field of transportation mazing improvements had been achieved. Foreign commerce, too, was gradually etting un or way.

Of fundamental importance also was his communication that the handling of questions concerning the big firms in Del ian occorony like Salvay and Ou rec-Marihaye amongst others which had come up as the result of Schlotterer's trip to Bellium would be continued not in Brussels but in Berlin.

A detail which we learned in this connection was that Otto Wolff is especially interested in Cu, rec-larihage and that Steinbrinck is undertaking to reculate the heavy industry.

as reparts the Geveent question Keyser emphisize each stather things the aspecial interest of the Luftwaffe in Geveent.

2.) Chemical Group (Dr. Kraft).

After an exposition of the Tharma situation in Bellium (page 13 of original)

by Consul General Mann Ereft informed us that the head of the firm Meurice, Terlinden, had been to see him a short while before, to point out the export lesses of Meurice and to obtain permission to export to Germany, Helland and the South-East by way of componention. Ereft refused this request and pointed out to Perlinden that it would be better for him to discuss such questions with Loverkusen.

After a short discussion as to the procedure to be telton it was thought proper not to take any further steps for the time being until Terlinden had consulted Love Eusen.

With repard to the dysstuff complex (Tertre) Kraft declared that to his knowledge the affair was claured up for all material purposes so that it only needed a fernal conclusion by means of an appropriate transaction between I.G. and Tertre.

With reference to the same question he declared to Herr Sennenburg at a subsequent conference that the proparations under by Tortre with a view to the manufacture of dyestuffs had been restricted according to his observations and statements on the Belgian side, to the purchase of land, so there could be no talk of any plans for manufacture.

The result of a conversation which to a place on 7 September with Dr. Ansiau in Berlin was that, contrary to the statements of Keyser and Sennenburg, the situation must be exemined a in and more closely, as in the eminion of Ansiau the prepartions for production in connection with which Blaise sent a letter to Herr von Schnitzler, have one on developing.

In connection with the dy-stuff question in France it is of inverest that according to the observations of Kraft the delivery of

(notice let of ori incl)

basic products produced in the areas in Morthern France which are administered by Brussels can very easily be directed towards France, as in the months a suitable control system has been set up.

Only very charal statements were made about the photographic field. These revealed that the firm Gevnert is receivin considerable protection, that the production of Gevnert in northern France has been started, aim and that because of the lick of films even Brussels has given the authorization to expert the Late France.

With respect to the price question which is very in ertant for the photo rephic business Ereft stressed the necessity of closin, at 1 hast with the lower prices of Covert, as developments would indubitably lead to a compulsory increase in Gevent's prices on account of the prowing costs of production.

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With respect to the Solvey complex Kraft repeated the above-mentioned statements and by Koyser with reference to the handling of this question in Berlin. It is to be noted that he emphasized the readiness with which Solvey had entered on the work involved in such development.

In addition to these negotiations conferences were held for purposes of information with:

Councillor of the Logation Workmeister, the plenipotentiary of the Foreign Office attached to the Military Commander.

Dr. Flad, the head of the Group Foreign Commerce in the Economic Department Belgium,

Dr. Hartenstein, the head of the Group for Enoug Property in Belgium,

(on o 15 of original)

Sonnonburg, who at the present time is entrusted with investig tion work in connection with Bellian industry,

Dr. Dard, Office for Chemical Merchandise, Brussels.

As a result of the conference with Dr. Flad it was a read a that Dr. Flad should be informed as soon as ressible of the wishes which I.G. had submitted with respect to customs, and that he should also be informed of the concrete relationship between the production in Northern France and the French Gyestuff production in order to facilitate a profitable steering of emorts from the territory in Northern France to France.

In this connection it is important that Dr. Bard was advised of I.G.'s application not to adult at resent the resultion of production by the French dynatuff producers. Dr. Bard has premised to take in his turn a no ative attitude if the Kuhlmann factories should apply for a license in order to jet heavy chemicals in the departments cited for arganic factories in the accupied areas.

-14-

IV. Conference in Micsbaden on 5 September 1930. (armistica Delegation for Economic Questions, Ambassador Megican)

Hennen, who was kept informed of the results and inpressions of the Paris conferences but himself at our disposal as a matter of principle for the startin, of the negotiations which we had planned in the field of private comman, but
he stressed the fact that it would seem advisable to him that,
in view of the new situation created in the occurring policy
towards France as a result of the relaxing of the line of
demorphism, the pressure required for our negotiations should
develop so to spock from the natural course of events as the
commanded situation in France; row more and more difficult, and
not prematurally to any extent through action taken by the
armistice Dala ation.

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Through references to individual developments of invertance (French colonies, coal situation, everament crises in Vichy etc.) Housen showed clearly that in these circumstances a policy of delay and further waiting on our side until the late autumn or early winter would give us an effective basis for our no etiations.

The following points in his statements are worthy of note:

1. the intention to do eway with Reich treasury notes
(Reichskassenscheine) and thereby to shift the formal
responsibility for the shaping of its finances on to Prence;
2. The statement that we have decided to introduce the
lowest possible tariff into the customs zone on an
abtenences basis.

Mo mon house in this way to activate the alcosary expertation to France.

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TRANSL TION OF DOCUMENT NO. NI-6839

To our objection that sematimes even the lowest custums duties are not adequate for a large-scale expertation, for example, of photographic and pharmaceutic articles to France, he requested that the I.G. should submit a collection of its respective wishes with regard to customs to other with the reasons for them so that they could be made use of in further negotiations with the French.

It is important to add to the statements of Hormon, he the result of a conversation with the Reich Hinistry of Economics, that the introduction of minimum tariffs by the Germans will obviously lead to France also amplyin minimum tariffs to German exports to France. The final and formal handling of this problem has not yet been completely settled up to the present time but it should be settled in the near future.

14.9.1940.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMIN, USPET 482, horoby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-8639.

3 July 1947.

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DOMOTHY E. PLUIDER USFET 462

TRANSLATION OF DOCUMENT NO. 'NI-10399 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

on the conference of Consul General Hann with Kriegsverwaltungerat Dr. Kolb on 4 October 40 and with Hinisterialdirigent Dr. Hichel on 5 October 40 in Paris.

I. Conference with Kriegsverwaltungsrat Dr. Kolb

Dr. Holb reports that he has already contacted H. Grillet of thefirm Rhone-Poulenc with regard to collaboration between the German firms and Rhone-Poulenc in the field of inorganic products and Rhodiaceta. The negotiations appear to have prospects of success.

As regards collaboration between Rhone-Poulenc and "Bayer" Dr. K. believes that Rh.-P. might be "tough" on this point because it still disposes of big stores which, apart from supplying the French market, give it a possibility of exporting. Rh.-P. is also still selling at the former prices; the plant is in the unoccupied zone.

Consul General Hann suggests to Dr. Kolb that H. Faure-Beaulieu with whom we have ind business relations for years, contact H. Grillet and advise him to collaborate with "Bayer". The further pracedure is set forth in the enclosed memorandum which is destined for H. Faure-Beaulieu and was sent to him in French on 5 October.

II. Conference with Ministerialdirigent Dr. Michel.

At this conference Dr. Michel agreed with the proposals submitted by Consul General Mann on all points and profised his assistance to exercise the necessary official pressure on Thone-Poulenc as well, if this should be necessary. Dr. M. also agreed to inform the members of R.Vi. L. (Ministerial rigent Muhlert and Ministerial rat Linz) who were to arrive in Paris two days later, of the result of the conference and of his agreement.

CERTIFICATE OF TRANSLATION

I, hone A.H. Haclcod, HEP 34397, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. HI- 10399

S August 1947

Liona A. H. Laclcod

TRANSLATION OF DOCUMENT No. NI-8813 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

> B. FAURE-BEAULIEU 37 AVENUE VICTOR-EMMANUEL III

Paris (8), 8 October 1940

Monsieur G. MEMDLING
Director of the Société des Usines Chimiques Rhône Poulenc

Dear Sir:

As a matter of form, I am pleased to confirm our interview of today during which I explained to Mr. Fo and yourself the general principles which perhaps will lead to an agreement between your company and the I.G. "BAYER" owing to the new conditions arising from present circumstances.

You requested me to send you a memor ndum summerizing the aforementioned principles thus explained by me. Therefore, I am enclosing herewith this memorandum with the understanding that I shall be pleased to furnish you, at your convenience, any supplementary information after the return to Paris of your President, Mr. ALBERT-BUISSON, and your Vice-President, Mr. B. GRILLET, which you told me would be the first part of next week.

I trust I shall hear from you soon.

Very truly yours, B. FAURE-BRAULIEU

P.S. I wish to confirm my verbal statement to you, namely that my intervention is based on my desire to be of service in every way possible to a French company, and you may rest assured that I shall spare no effort in this matter.

MEMORANDUM

explaining the general principles in view of an agreement between I.G. "BAYER" and the Societé des sines Chimiques Rhône Poulenc

- 1.) We intend to study the possibilities of collaboration between I.G. "LATER" and Knone Poulenc as a result of the new situation arising from the present conditions, such action to be taken from this moment on through a possible aniable repprochement more favorable for Khone Poulenc than the situation which would result for the latter through the application of the clauses of a future peace treaty.
- 2.) This study should embrace the following points in smuch as I.C. "BaYKh" is in agreement with the German authorities competent to reach an agreement at the present time that would palpably smeliorate the results of the official necesures to be expected regarding the affairs of Rhône Poulenc. This would create at the same time an anicable basis for collaboration:

To wit:

- e) Creation of a French company for joint sales, of pharmaceutical specialities and chemo-pharmaceutical products of both I.G. "BAYER" and Rhone Poulenc in France and its colonies, on the one hand, and
 - of the same products of Rhone Poulenc slone for export, on the other hand.
- b) The cepitel stock of that company will be of lesser importance inesmuch as the majority of the shares (51.) must be reserved for I.G. "BATER".
- c) The billing prices to be charged the new company by I.G. "FafER" and Rhone Porland would guarantee those firms a definite predictable profit and the sales prices of the new firm would be calculated in a manner which would then guarantee it a profit as well.



TRANSLATION OF DOCUMENT No. NI-8613 CONTINUED

(page 2 of original, cont'd)

d) Inasmuch as the export of I.G. "FAYER" products will have to be made exclusively by the organization of this firm, a considerable return to Rhône Poulenc will be provided for from the profits of the export sales of Rhône Poulenc products by the new company. This will allow for a smaller percentage of the profits of this nature to be paid to I.G. "BAYER" as compensatory indemnity for the export of Rhône Poulenc products, which were imitations of original "bayer" products.

(page 3 of original)

It is clear that the brand names which were formerly the property of I.G. "BaYEh", notably that of "aspirine", will be returned to the latter.

3.) It appears that an amiable agreement is therefore desirable, for this would offer the advantage of regulating a more favorable future than would result from the conditions of a peace treaty with its impositions.

certified "no variatur"
handwritton signaturs:
C. GERTHOFFER

Michel HaBIB

CELTIFICATE OF TR MSLATION

24 September 1947

I, Ernest LOWS, Civ. No. B-397927, hereby certify that I am a duly appointed translator for the French and anglish languages and that the above is a true and correct translation of the document No. MI-8313.

Ernest LOWE Civ.No. B-397927 TRANSLATION OF DOCUMENT No. NI-7651 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Paris, 8 October 1940

To

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Consul General W.R. Mans,

Leverkusen

Deer Consul General,

Subject: NEGOTIATIONS WITH RHÔNE-POULENC:

Mr. FAURE-BEAULIEU today reported to us on his first contact with Rhone-Poulenc, which took place this morning.

He met the business manager, Mr. VENDELIN, and the technical manager, Mr. BEAU. Everything went smoothly, the representatives of Rhône-Poulenc showed full understanding for your suggestions and it seems, that they are themselves convinced, that an understanding with "BAYER" is necessary, for at the conclusion of the talk Mr. VENDELIN remarked: "Eh bien, il foudre bien arriver a un accord." (Well, to be sure, we must come to an agreement).

Mr. DAURE-BEAULIEU had taken our "aido-Mémoire" to the meeting, in order to prove to the representatives of Rhône-Poulenc with your signature, that the proposals were made in complete agreement with us. The representatives of Rhône-Poulenc asked for a copy of this "Aide-Mémoire", but I agreed with Mr. MAURE-Beaulieu, that this request should not be complied with; however, the representatives of Rhône-Poulenc might be given the points named under 5a to 5d in writing, to enable them to get in touch with their colleagues; in such a written statement the various percentages mentioned in our "aide-Mémoire" would have to be referred to as "certains pourcentages" (certain percentages) only, of course with the exception of the share in the capital, for which a quota has already been fixed.

Messrs. BUISSON, President of the Company, GRILLET and BARGAL, President of the Specia, will all be in Paris in the course of this week or at the beginning of next week, which will enable us to have a general conversation then, and will make a journey of Mr. FAURE-BEAULIEU to Lyon unnecessary.

It seems to be confirmed, that Mr.GRILLET will shortly retire from office.

Heil Hitler!

Signatures: Illegible.

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TRANSLATION OF DOCUMENT No. NI-7551 CONTINUED

CERTIFICATE OF TRANSLATION

17 September 1947

I, Ludwig BORINSKI, ago 34485, hereby certify that I am a duly expointed translator for the German and English languages and that the above is a true and correct translation of document No. NI-7551.

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Ludwig BORINSKI AGO 34488 RHONE-POULENC

9 October 1940

HOTE

prepared by MM. BO & WENDLING after their reading of the ORIGINAL NOTE of I.G., signed by Mr. MANN, and transmitted for informational purposes by N.B. FAURE-BEAULIEU, on 8 October 1940

With the consent of the German technical officials at the (Hotel) Majestic (Dr. KOLB), M. B. FAURE-BRAULIEU was requested to investigate with the R.P. Company a certain number of questions.

BAYER (M. MANN) wishes to have the examination of all these questions carried on by M. F-B. as intermediary and by none other.

- 1) Mr. F-B. will receive the necessary passes in order to enter the unoccupied zone, if the need should arise, for a conference with Mr. GRILLET in Lyon.
- 2) A patent law will be promulgated, similar to the German law, which will extend its protection also to the production processes of pharmacoutical products.
- 3) Given the policy followed by H.P. for many years of imitating the principal products manufactured by I.G., there will be serious repercussions for H.P. because of the projudice suffered in consequence by I.G. to the extent of giving it the right to considerable demages and interest payments.
- 4) The question of the brand ASPIRINE has likewise caused great damage (prejudice) to the I.G.
- 5) The low price policy practiced by R.P. in the expertation of the products described above, likewise has caused great damage to the I.G.
- arrangement which would permit reduction of the indomnities to be exacted from R.P. One could, for example, create a Company in which both parties would be interested and this could be SPECIA itself by virtue of its small copital. It would sell BAYER and R.P. products in France and her colonies. In that Company, I.G. would have 51 % of the capital and R.P. 49 %. The products would be furnished to this Company by the producing plants at cost prices, increased by 30 %, for instance, in order to leave them a return.

In regard to the R.P. products (destined) for exportation, this question must be considered: one could (however) entrust the sales to this Company by providing for a return payment to R.P. for specific R.P. products which, however, would leave 15 % to the I.G.

"To provent alteration"

sgd. 0. Gerthoffer sgd. Michel Habib sgd. M. Bo



TRANSLATION OF EXCERPTS FROM DOCUMENT No.NI-6800 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

Stamp: Pharma-Sekretariat raceived: 9 Nov.1940 Dealt with: in handwriting:

Herrn Prof. Dr. Lautenschlaeger

Minutes

of the 79th Fharmaceutical General Conference on Friday.

110 October 1940 in Leverkusen.

Present under the Chairmanship of Dir. Professor Dr. Hoerlein

Director U.R. Mann
Director Dr. Brueggemann
Director Dr. Krebs
Director Mentzel
Director Dr. Duisberg
Director Dr. Grobel
Director Dr. Mertens
Director Dr. Paulmann
Director Bahn

Director Dr. Rockmuchl
Director Dr. Fehrle

Director Dr. Schoenhoefer

Muppertal

(page 2 of original)

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2.) France: _

Mann reports on a discussion with Ministerialdirigent
Mulort, Oberregiorungsret Dr. Hoffmann and Dr. Michel and
Dr. Kolb of the Military Staff (Mehrstab) concerning our
projects in France and our future relations with the French
phermacoutical industry. That one had chiefly in mind was
a working arrengement with the firm of Thone-Poulenc.
We have obtained permission to enter into private-aconomic
relations with this firm. It is planned to establish togethe:
with Rhone-Poulenc a distributing agency for France and the
French colonies, in which we would have a 51% interest.

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TRANSLATION OF DOCUMENT No. NI-861: (Cont'd)

CERTIFICATE OF TRANSLATION

I, ALBERT G. D. LEVY, AGO No. D-434708, hereby certify that I am thorough convergant with the French and English languages and that the above is a true and correct translation of the Document No. NI- 8612

4 June 1947

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ALBERT G. D. LEVY AGO No. D-434708

(END)

TRANSLATION OF EXCERPTS FROM DOCUMENT No.NI-6800 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

Stamp: Pherma-Sekreteriat received: 9 Nov.1940 Dealt with: in hendwriting:

Herrn Prof. Dr. Lautenschlaeger

Minutes

of the 79th Fharmaceutical General Conference on Friday.

Present under the Chairmanship of Dir. Professor Dr. Hoerlein

Director W.R. Mann Director Dr. Brueggemann Director Dr. Krebs Director Mentzel Director Dr. Duisberg Leverkusen Director Dr. Grobel Director Dr. Mertens Director Dr. Paulmann Director Dahn Director Professor Dr. Lautenschlaeger) Director Dr. Pockmuchl Hoechst Director Dr. Fehrle Director Dr. Lutter Muppertal Director Dr. Schoenhoefer -,-,-,-,-,-,-,-(page 2 of original)

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2.) France:

Mann reports on a discussion with Ministerialdirigent
Mulort, Oberregiorungsrat Dr. Hoffmann and Dr. Michel and
Dr. Kolb of the Military Staff (Mehrstab) concerning our
projects in France and our future relations with the French
pharmaceutical industry. That one had chiefly in mind was
a working arrangement with the firm of Thone-Poulanc.
We have obtained permission to enter into private-aconomic
relations with this firm. It is planned to establish together
with Rhone-Poulanc a distributing agency for France and the
French colonies, in which we would have a 51% interest.

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TRANSL TION OF EXCERPTS FROM DOCUMENT NO.NI-6800 CONTINUED

(page 2 of original cont'd)

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Our own products also would be hendled by this distributing agency. In the meentime, with the assistance of the Gorman lisison office (Vormittlungsstelle) in Paris, contact was established with the Rhone-Poulenc. Direct negotiations are expected to take place soon in Paris.

(page 6 of original)

/pproved:

The Recorder :

signed: Prof. Dr. Hoerlein signed: Dr. Lutter.

CERTIFIC TE OF TRANSLATION

26 September 1947

I, Victoria ORTON. ETO No. 20 129, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No.NI-6800.

> Victoria ORTON PTO No. 20 129

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TRANSLATION OF LOCUMENT No. NI-7356 OFFICE OF CHIEF OF CO.ESEL FOR WAR CRIMES

Two Pencil Initials, one illegible, one: Sch.

From conference of Consul General W.R. MANN with Director Dr. RCHRER (SCHERING) on 16 October 1940, concerning interests of the BAYER and SCHERING firms in chemical-pharmaceutical enterprises in France, Belgium and Holland.

- 1) Rhone-Poulenc is left to BAYER and I.G.
- ROUSSILL is left to SCHERING with the provise, that BAYER gets Rubiazol and SCHERING undertakes not to menufacture any product of this kind.
- 3) MEURICE is left to FAYER.
- 4) ORGANON is left to SCHERING.

Pencil Note: III

CERTIFICATE OF TRANSLATION

33 Soptember 1947

I, Ludwig BORINSKI, AGO 3-486, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. NI-7656.

Ludwig BORINSKI AGO 34486

TRAFSLATION OF DOCUMENT PO.N1 - 7554 OFFICE OF U.S. CHIEF OF COUNTIL FOR MAR CRIMES.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

LEVERIUSEM-I.G.MERK, 4 November 1940.

To the Roich Ministry of Justice

Borlin W 8 Wilhelmstrasso 65.

(3)

Subject: Remarks on the patentability of phermacoutical compositions and pharmacoutical remedies in France.

With reference to discussions between representatives of the undersigned and Ministerialrat Muchnomenn, the undersigned encloses a report on the question of patenting phermaceutical inventions in France.

Although the undersigned has not yet had an opportunity of submitting her explanations in detail to other German industrial circles interested in this question, she has no doubt that the whole pharmaceutical industry of Germany holds the same opinion with regard to the questions dealt with as that expressed in the enclosure. Where the undersigned was able to lay her remarks before other interested branches of German industry, she found these in complete agreement.

Since the German phermacoutical industry has for a long time suffered - and is still suffering - heavy losses caused by the exceptional provision (Ausnehmobestim ung) of Article 3, Peragraph I of the French Patent Law, the undersigned asks you

(page 2 of original)

to treat this request as urgent and to initiate the steps which must in consequence be taken against the competent French authorities immediately, if possible - if necessary even before the final peace treaty.

I.G.FARBENINDUSTRIE AMTIENGESELLSCHIFT

signed: Dr. Brueggasenn (typowritton) signed: Dr. Rodios (dypowritton).

(page 1 of enclosure).

Remarks on the patentability of pharmaceutical compositions and pharmaceutical remodies in France.

The French Patent Law of 1844 grants patent protection to all now inventions and discoveries. This is shown by Article 1 of the French Patent Law of 1884, which reads as follows:

TRANSLATION OF DOCUMENT FO.FI- 7654 CONTID.

"Every new discovery or invention in any branch of industry gives its author, under the conditions set forth in the following and for the time defined in the following, the exclusive right to exploit this discovery or invention to his advantage. This right is established by documents granted by the government under the name of "Invention Patents".

(For French text compare Enclosure, Note 1).

Article 3, Paragraph 1 of the French Patent Law of 1844, however contains the following exceptional provision affecting inventions of phermacoutical compositions and phermacoutical remodies of all kinds:

"Patents cannot be granted for:
pharmaceutical compositions or pharmaceutical remedies
of any kind, these articles being subject to the special
laws and regulations issued for such materials and
particularly the decree of 18 August 1810 concerning
secret formulae."

(For French text compare Enclosure Note 2).

(page 2 of enclosure)

The inventors of pharmacoutical compositions and pharmacoutical remodies in France have been deprived of their rights for almost 100 years through this exeptional provision. In particular, German inventors working in the pharmacoutical field and the German pharmacoutical industry have suffered heavy losses in the past due to the exceptional provision of Article 3, Paragraph 1. As this exceptional provision is not justifiable and as, in addition, there is no longer any necessity for its maintenance from the French point of view, it should be abrogated as soon as possible in the interest of the inventors of pharmacoutical proprations in all countries, as well as for the sake of avoiding future friction between Germany and France.

Ronsons for this follow in dotail:

I,

The historical development leading up to the exceptional provision of Article 3.

France has always led the way in its liberal laws for the protection of inventions. France was one of the first countries in Europe to recognize - in the presuble to the law of 7 January 1791 - that:

"each new idea, the publication or discovery of which might be of service to mankind, belongs naturally to the person who conceived the idea, and for an invention not to be considered the property of its author would constitute an attack against the rights of man."

(For French text compare Enclosure Note 3).

- 3 - TRANSLATION OF DOCUMENT NI-7654 (page 3 of enclosure)

The law of 7 January 1791 accordingly guaranted every inventor — including inventors of pharmaceutical compositions and pharmaceutical remedies — full patent protection. This is particularly apparent in Articles 1 and 2 of the Law of 7 January 1791, which reads as follows:

"Article 1: Every discovery or invention in any branch of industry is the property of its author. The law therefore guarantees the inventor, on the basis of the regulations and for the time defined by these, full benefit from the invention.

"Article 2: Every device which introduces a new improvement into any kind of manufacture shall be considered an invention. "

(for the French text compare Enclosure Note 4).

The French Patent Law of 7 January 1791 was further characterized by the fact that it gave the owner of a patent a positive right of utilization to exploit the invention patented. This provision is mentioned in the present connection because it influenced later developments. It may be found in Article 14 of the Law of 7 January 1791 which reads as follows:

"Article 14: Every owner of a patent shall have the right to creet plants on any part of the territory of the kingdom"

(For French taxt compere Enclosure note 5).

In general, the provisions of the French Patent Law of 1791 proved of practical value. In the field of inventions of pharmaceutical compositions and pharmaceutical remedies there areas, however in course of time, collisions between the "positive right of utilization" granted to the inventors of such products by the French Patent Law and cortain legal provisions which the French state had subsequently leid down with regard to

(page 4 of enclosure)

the production and sale of pharmacoutical compositions and pharmacoutical remodies.

At that time inventive research and scientific investigation into the results of research in the pharmacoutical field were not as fully and as systematically developed as they are teday. Thus it happened that in a number of cases patents for the production of alleged pharmacoutical remedies were granted to quacks and similar persons who then used the patent and the positive right of utilization connected therewith, to feist this patent medicine upon the public. On the other hand, the French state was then, as now, anxious, in the interests of the public, to prevent abuses in connection with the production and advertisement of new remedies. Thus various decrees were issued restricting the production and sale of legally permitted pharmacoutical remedies to apothecaries and forbidding even the apothecaries to sell illegal remedies and

TRANSLATION OF DOCUMENT PO.NI - 7654 CONTID.

according to a "secret formula" (remèdes secrets). In connection with the above, the decree of 18 August 1910 is a particularly interesting example of the logislation of that period.

The decree, the complete French text of which is reproduced in the Enclosure, Note 6, includes the following stipulations:

An inventor who had invented a new remody was obliged to submit it to the French Minister of the Interior, stating the formula, the ailments which it cured etc. The Minister of the Interior had to pass on the data to a committee of five, three of when must be professors at medical colleges. The latter were to determine whether the remody represented any real and useful progress for mankind and how much the inventor should be paid for his invention if this proved to be the case.

(pego 5 of enclosure)

This sum must be in proportion to the merits of the invention as such, to the advantages to be expected from the application of the remody etc. If the inventor did not agree with the findings of the committee, he could appeal to a revision committee. The Minister of the Interior was, however, entitled to conclude an agreement with the inventor in suitable cases for the purchase of the invention by the state. According to the decree, the use of pharmaceutical remedies must in practice be limited to those products submitted to the French Minister of the Interior according to the principles outlined above and declared by the committee to be of practical use. As already nentioned, the practical application produced conflicts between the provisions of the Patent Law and those of the decrees already mentioned. It could happen that the inventor of a remedy which he himself considered valuable was granted a patent and then took his stand upon the "positive right of utilization" granted along with the patent, whilst the exemining counittee of the Ministry of the Interior deslared that the new remody was of no value and that its production should not be permitted. In such cases of conflict the French Ministry of the Interior is said to have had petents occasionally voided by means of legal proceedings, for the sole purpose of eliminating the positive right of utilization of the owner of the patent.

These cases of collision were in any case the reason why the question of granting patents for pharmaccutical compositions and remodies was re-examined during the general deliberations on the new draft of the French Patent Law in 1843-44. Although the Patent Law of 1791, as well as the aforementioned decrees, had an entirely positive tendency in the question of rewarding the inventors of pharmaccutical remodies, and though normally

(page 5 of enclosure)

no one would have imagined that a conflict between two laws with equally positive tendencies could lead to the destruction of the legal status of the inventor of pharmaceutical remedies, that is precisely what happened in the end.

The reason for this is the following:

(3)

- a) First of all, in the year 1844, the Franch legislator had obviously lost the fire of the Revolution years and the Law of 1791. In the year 1844 there is no longer any nention of the fact that failure to consider an invention the property of its author would constitute an abtent against the rights of nam. If this principle had been sellowed in practice, the Article 3, Paragraph 1 would never have come into existence.
- b) It seems that the competent authorities based their procedure at the time on an over-estimate of the possible results of the decree of 18 August 1310. In theory, the decree night indeed have permitted cortain inferences on the part of the inventors of pharmacoutical compositions and remedies as to the promotion of their rights. In practice, however, the stipulations of this decree were quite meaningless. Guerin refers to this on page 112 as follows:

"... the government could have bought the pharmacoutical remedy from the inventor.

We such purchase was, however, made in 1844, it has not been made since; and it will cortainly never be made at all. Taking into consideration the difficulty of obtaining legal consent for the prolongation of a patent, although this possibility is provided for by the law of 1844 and does not necessitate any expenditure of public funds, we may imagine how much more difficult it would be to obtain the allocation of money for the above purpose "

(For Franch text compare Enclosure note ?).

(page ? of enclosure)

That is the effect of the decree of 1810, judged from the standpoint of the Franch inventor. It seems obvious that in these circumstances a foreign inventor would not have the slightest chance of receiving from the Franch state a really adequate equivalent for the purchase of his pharmaccutical invention on fair terms.

As a natter of fact, the stipulations of the decree of 1810 remained purely theoretical from the point of view of both French and foreign inventors.

c) During the discussions held in 1343-44, quite a number of secondary arguments for and against the proposed changes were advanced. It was stated, for instance, that the patent must be refused in order to prevent the purchaser of a pharmaceutical ranedy protected by patent from considering the protection afforded by the patent as a State guarantee of the ranedy. According to another theory, the patent fust be refused in order to prevent the new pharmaceutical ranedy from being withheld from the public. Some want so far as to state that the granting of protection by patent would hamper progress generally in this field.

From the modern point of view it is sufficient to point out that other countries - particularly Germany, but also England and the United States - have for many years granted protection by patent for phermacoutical inventions and that the fears expressed

TRANSLATION OF DOCUMENT NO. NI-7574 CONT'D.

by these theorists have not materialized. The flourishing development of the pharmaceutical industry in these countries - and particularly the fine results obtained by them in the field of scientific research -

(page 8 of enclosure)

rather go to prove that the granting of patent protection for phurmaceutical products is calculated to promote the pharmaceutical industry and the discovery of new pharmaceutical remedies in the best possible way.

The final result achieved in 1844 was one which had certainly not been foreseen by any of the participaths, i.e. the destruction of the legal status of the inventors of new pharmaceutically affective products.

To complete the picture I must point out that in 1844 a large proportion of the deputies declared themselves against the proposed change and that the change was carried with only a slight majority(compare Guerin elsewhere, foot of page 109).

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Besides, from the present standpoint, it must be stated that the direct cause of the cases of conflict mentioned (i.e. the positive utilization right contained in article 14 of the French Patent Law of 1791) has in the meantime disappeared from the French Patent Law.

(page 9 of enclosure)

II.

The present position of legislation for the granting of patents for pharmaceutical inventions in France.

The present position of legislation in France in the field of patents for pharmacoutical inventions is defined by Article 3, Paragraph 1 of the French Patent Law, which reads as follows:

"Patents cannot be granted for:

pharmacoutical compositions or pharmacoutical remodics of any kind, which articles are subject to the special laws and regulations issued for this material and particularly to the decree of 13 August 1910 concerning secret remodics."

(For French text compare Enclosure note 2).

Since 1844 the actual legal position in the field of pharmacoutical inventions in France has been the following:

1.) Hew pharmaceutical romodies - i.e. new substances as such - are excluded from potent protection.

TRANSLATION OF DOCUMENT NO.NI -7554 CONT'D.

According to this no patents for new pharmaceutical remedies are on principle granted in France.

2.) On the basis of the exceptional provision of Article 3, Paragraph 1 the French Patent Office has likewise not granted patents for n e w p r o c e s s e s for many years. This happened in spite of the fact that the commentators of the French Patent Law were at that time already of the opinion that the exceptional provision contained in Article 3, Paragraph 1 was to be interpreted like any other exceptional provision, with restrictions.

(page 10 of onclosure)

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and that the new "processes for the production of pharmaceutical remedies" not listed in Article 3, Paragraph 1 should not be excluded from protection by patent. - For approximately 10-15 years the French Patents Office has been more lenient with regard to the question of granting patents for now pharmaceutical processes. During this time the French Patents Office has granted patents in a number of cases, although they concerned processes for menufacturing pharmacoutical remedies. Lately, patents for processes for manufacturing pharmacoutical remedies have been granted if the articles manufactured by the process could be defined independently of the actual process itself (produits definis). If, however, the erticle produced by means of the process could only be defined by reference to the process itself (produits indefinite) the French Patents Office refused to grant the patent even in recent times. It appears doubtful whether the aforementioned leniency on the part of the French Patents Office will definitely assert itself. On the contrary, some of the more recent decisions show a tendency to refuse the patent, even in cases where the inventor did not apply for a patent for the phermacoutical product as such, but only for the manufacturing process. (Compare Proprieto Industrielle of 7 September 1939, page 83) .

Even if the French Patents Office were definitely to adopt a policy of granting patents for processes for manufacturing phermacoutical products this would still not constitute a definite assurance of patent protection for pharmacoutical processes. As is known, the examination by the French Patents Office is limited to certain definite questions only; and, in particular, the question of whether the term "invention" is justified is not determined by the French Patents Office but by the French courts. The fact that a patent is granted by

(page 11 of enclosure)

the French Patents Office is in itself no proof of the inventive value and therefore of the logal validity of the patent, but meens only that the French Patents Office regards the process for which the application has been made as not governed by the exceptional provision of Article 3, Paragraph 1.

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The question of the future attitude, to be adopted by the French courts with regard to recent patents for pharmaceutical processes granted by the French Patents Office is at present an entirely open one, because no decisions given by the French courts are available as yet. In this respect it is only possible to surnise the following:

a) Patents for genuine invented processses i.e. where the process itself constitutes the invention have a good chance of being acknowledged by the French courts as valid, since the inventive value necessary to justify the granting of the patent lies in the process itself, and Article 3, Paragraph 1 was undoubtedly not intended to apply to inventive precesses of this kind.

It would be a genuine inventive process, for instance, if a pharmaceutical remedy A had been produced up to new with a 60% utilization only and the inventor X new discovered a process by which the pharmaceutical remedy A could be produced with 80 or 90% utilization.

b) Most processes for manufacturing pharmaceutical products do not constitute such "genuine inventive processes". They consist in subjecting certain definite basic substances to a known charical reaction for the first time and in this way producing for the first time a valuable finished product - i.e. a new pharmaceutical reacty. Processes of this kind are generally called " a n a l o gy p r o c o s s e s ".

It is an undoubted fact that in cases of this kind the new valuable product must be considered as the nain invention. In

(prgo 12 of enclosure)

the "countries which protect the substance" (Stoffschutzlaender) for instance, U.S.A. - in cases of this kind, the product is
accordingly given protection by patent. In these countries which
do not protect the product, the main question is whether the process
as such - or, to be more exact, the first treatment of a certain
basic substance with a known charical re-agent can also be considered an "invention". The charical reaction may be known in itself.
It has, however, never been applied to certain basic substances i.e. it is new as far as patent laws are concerned; besides, it
leads to success as far as the invention is concerned. There is
thus a certain justification for assuming that, though in the
"analogy processes" the product constitutes the main invention, the
process also constitutes an invention in some degree.

The German legislator recognized the importance of this question at the right time and stipulated in Article 1 of the German Patents Law that the processes of manufacture shall be accepted for patent protection if they are "definite" i.e. if they are exactly defined under the head of chemical reaction, basic substances. etc., and if they lead to new products with properties constituting an invention. The aforementioned cases of pharmaceutical processes have this pre-requisite so that the above special stipulation of the German Patents Law ensures that in Germany the

TRANSLATION OF DOCUMENT FO.HI - 7654 CONT'D.

inventor working in the pharmacontical field is adequately protected by patent even though the German Patent Law does not protect the substance.

The French Patent Law has no special regulation of a similar kind. Thus, when the validity of his patent is re-examined by the French courts the inventor of pharmaceutical processes of this kind cannot have recause to an explicit legal regulation but would have to content himself with anking the aforementioned representations to prove the existence of elements in this "enclosy process" which would constitute an invention. With regard to other rigorous French

(page 12a of enclusure)

legislation on the question of the interpretation of Article 2, Paragraph 1 of the French Patents Law the inventors of pharmaceutical processes of this kind will for an indefinite period have to recken with the fact that the French courts will deny the validity of any patents granted by the French Patents Office for processes of this kind.

As to the practical side of the above deliberations it must be pointed out that the number of "genuine inventive processes" in the pharmaceutical field is comparatively small.

liest phermacoutical inventions - and those of most value ere based on the production of new valuable products by means
of known re-agents i.e. by "analogy process". Since by Article 3,
Peragraph 1, the French Patents Lew excludes phermacoutical
reacties from inventions of the latter kind and the question of
the recognition of possible patents for "analogy processes" is
quite an open one, in spite of the lemiency recently shown by
the French Patents Office, the final conclusion is still that the
everwhelming majority of inventors workin; in the phermacoutical
field have no protection on account of the present legislation
in France.

(page 13 of enclosure)

III.

Opinion of French specialists on the present position of legislation in France.

As already stated, a strong resistance to the exceptional provision of Article 3, Paragraph 1 of the French Patents Law of 1844 could be observed in France from the start. During the period of approximately 100 years during which the exceptional provision has already been in effect, practical conditions in the pharmaceutical industry and in the field of medicine have changed so much that French specialists today almost without exception consider the exceptional provisions of Article 3, Ferngraph 1 and the regulations of the decree of 18 August 1810, defining the rights of inventors, as obsolete. This appears from the following:

TRANSLATION OF DOCUMENT NI - 7654 CONT'D.

a) Pouillet a well known commentator of the French Patents Law writes, among other things;

"The proposal for revising the law of 1844 allows the clause prohibiting the granting of patents for pharmaceutical compositions to remain standing. This is regrettable. It would certainly be better to remove every obstacle to the granting of patents and to provide legislation whereby patents may be exprepriated in exceptional cases only. " (compare page 116).

He states in the same passage that the legislator had feared at the time that although the granting of the patent did not constitute a guarantee, it might be a weapon in the hands of charlatans and that an inventor might reserve to himself a pharmaceutical remody necessary for the public health and might even speculate on this necessity. As to the question of whother these reasons are still decisive today, Pouillet states:

(prece 14 of enclosure)

"It may be considered doubtful; in any case the logislator would have had a simple means of protecting public health; he could have reserved to himself the right to purchase the phermaceutical remedies which he considered useful and to apply here (as will be seen, there are no objections to that) the principle of public exprepriation. This would have been no more just then to rob a class of inventors - especially those who, if they are serious, are the most deserving of public recognition."

(For French text compere Enclosure Note 8).

M a s s i u s states in "Traite des Brovets d'Invention", Paris 1931, page 111;

"The prohibition applying to all inventions of pherneceutical compositions and pherioceutical remodics
seems to be unjust. It deprives this class of
inventors of the legal protection which is probably
the most practical form in respect of a community in
which the health of the citizens is an essential element
to order and harmony. To protect the public health
against charlatenism it would certainly be sufficient
to confine enceelf to special laws which would constitute police measures in the field of phermacy. This prohibition is not required in the public interest."

(For French text compare Enclosure Note 9).

Thirion-Bonnet writes in "Do la Législation sur les Brovets d'Invention", 1904, Page 26:

"Pharmaceutical compositions and pharmaceutical remedies of all kinds are excluded from local protection for two reasons: in consideration of the public interest, D.

TRANSLATION OF DOCUMENT NO. NI-7854 CONT.D.

which appears jeopardized by a monopoly in objects of primary necessity; and to look after the protection of public credulity against swindlers whose credit is derived from patents. Neither reason can be considered decisive; as far as abuse by swindlers is concerned, it is the task of the law to prevent this by penal requilations and to suppress it in this way - but not by forfeiture of rights imposed upon an entire category of inventors. Otherwise, the inventor of a pharmaceutical remedy or a pharmaceutical produce may rest assured of effective protection, and often of an actual monopoly as well.

(page 15 of enclosure)

by using a trade mark or by giving his own name to the product which he has invented. The theory of the dangers of memopoly and the superiority of free competition is based purely on inability to recognize the benefits of the patent system, which encourages inventors, stimulates them to increased efforts and thus assures the advantage of everyone. In exceptional cases legislation for expropriation or a system of forced licenses would allow the interests of the public to be secured."

(For French text compare Enclosure Note 10).

Casalonga writes in "Traite de la Brevetabilite", Peris, 1939, page 204;

"In our opinion the only just solution would consist in granting protection by law for all chamical products even if they were pharmacoutica."

(For French text compare Enclosure Moto 11).

Guérin investigates in "Les Brevets d'Invention", Paris 1922, page 109 et seq. all the points of view which night be of any importance for the question treated here. He states in this connection:

With regard to scope and means employed, the chemical industry had in reality developed further than was envisaged by the legislator in 1844 ..., Today pharmaceutical products are no longer manufactured in the drugstore. Their production has assumed an industrial character. It seems difficult to subordinate it to the practical necessities governing every industry and on the other hand to deprive it of such a strong stimulus as that represented by the patent. To those who know the difficulty of the work leading to the economic production of a new pharmaceutical remedy, it expears illogical to deprive this work of a reward merited in direct proportion to the value of the results achieved. It is contradiction in terms to recognize a pharmaceutical remedy as an extraordinary step forward and at the same time to deny the inventor any reasonable reward ...

(Compare the above mentioned publication, pages 136, 137).

TRANSLATION OF DOCUMENT NO.NI - 7354 CONTID.

(page 16 of enclosure)

.... An analysis of the facts leads us to the conclusion that the dangers involved in granting a monopoly are very slight ones; that they are in any case considerably less than the danger involved in denying patent protection, whereby the inventor is discouraged and thus progress is stopped.

(Compare page 144 of the aforementioned publication)
(For French text compare Enclosure Note 12).

Compared to the many French specialists who consider the exceptional provision contained in Article 3, Paragraph 1 as obsolete, it would be difficult to find even one solitery specialist of any repute who would still advocate the necessity of retaining the exceptional provision of Article 3, Paragraph 1. No official or unofficial French authority can disregard the fact that big industrial countries like Germany, England, U.S.A. etc. have built up an excellent phermacoutical research organization and industry without being at all harpored by the fact that patents were granted for new pharmaceutical inventions. All the argaments which could be advanced by theoreticians in favor of abandoning the exceptional provision contained in Article 3, Paragraph 1 lose their entire significance in the light of this undeniable fact. Not only has the granting of patents for phermaceutical inventions not hampered the progress of science and industry, but it has actually promoted the latter to a considerable extent, while the absence of patent protection in France has cortainly done no good to the French phermecoutical industry.

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(page 17 of enclosure)

IV.

Opinion of German specialists on the present position of legislation in France.

For a long time Germany has already granted patent protection for processes for the production of new pharmaceutical remodies. Experience acquired in Germany in the course of many years has shown that the granting of this patent protection in no way herns the interests of the public. From the German point of view the deliberations which led to the insertion of the exceptional provision in the French Patents Lew of 1844 cannot be recognized as proper. From the German point of view this exceptional provision constitutes rather a unilateral and unjust exprepriation of the intellectual property of the inventors working in the pharmaceutical field which, from the German point of view, is all the more serious because Germany on her side grants a satisfactory patent protection to French inventors of new pharmaceutical remedies.

The exceptional provision of Article 3, Paragraph 1 has caused the results of the inventive work of other countries to be taken over and imitated in many cases by French industry without further ceremony. As soon as a new pharmacoutical invention appears in some other country, certain French industrial circles

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get hold of this invention, try to initate it and to bring the new product on the market themselves. This initation will never do honour to the French industry and in many cases it does not even afford it any particular financial adventages. Because of the absence of patent protection in Frence, the French initator in his turn

(page 18 of enclosure)

is not protected against further initations on the part of his own competriots, so that the first initator frequently lesses the possibility of any substantial financial profit in a very short time.

The degree to which French industry has engaged in initating the inventive achievements of other countries - and particularly Germany - in the pharmacoutical field may be seen from the
following table, in which the date of the first appearance on the
market of certain pharmacoutical remodies invented by German
inventors is compared with that of initations manufactured by
French firms. The number of initations listed in this table could
easily be multiplied. The following table shows only a few
products for which those dates were easily obtainable.

German Preparation		Σ	reach Preparation	
Home	Date of mpmarance	Date of nublication	H _r C10	Firm
Bayor 205 (Gormanin)	Doc 1922	1924	Moranyl	Specia Paris
Plasmochin	1 April 1927	Nov 1934 Dec 1933	Praequine Rhodoquine	Specie, Peris
Avortin	1 Sept 1928	April 1932	Rectrical	Robert & Cerriero, Peris
Chino- plesmin	15 May 1930	June 1936	Quinio Pracquino	Specie, Peris
Abrodil	15 Dec 1931	March 1932	Dingmoronol	Specia, Paris
	(pag	o 19 of anclosu	ro)	
Atebrin	January 1932	August 1933	Quincerino	Snocia, Poris
Prominal (Watrium)	2 Nay 1932	Dec 1932	Isonal	Roussel, Peris
Atopo	Mny 1933	Dec 1936	Promelino	Specia, Paris
Prontosil solubilo	1 Febr 1935	1937	Rubiazol Amp.	Roussol, Paris
Betexin	1 Nov 1935	Fobr 1937	Bevitino	Specia, Paris.

be pointed out that there is no intention of claiming that the
French initators broke the law in all cases by violating an empressly prescribed legal regulation. Since in France it is
impossible to obtain patent protection for pharmaceutical remedies,
the initators cannot "infringe patent rights". In cases where
patents have been granted for pharmaceutical processes, the
"process patents" are in their turn encumbered with so many legal
doubts and uncertainties that, as a rule, the German manufacturer
is willing to grant a rival French firm - at the latter's request a license at inadequate license rates rather than risk a suit for
infringement. It can, however, be said that in the cases listed
in the above table, the fact that a rival French preparation could
be brought out quickly is due to the

(page 20 of enclosure)

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exceptional provision of Article 2, Paragraph 1 of the French Patents Law and to the expropriation of the rights of pharmacoutical inventors which was sanctioned by this exceptional provision.

It also energes from the above table that France is greatly in need of remedies, or, at least, that there is a great demand for these, and that if proper patent protection were granted in France, the fulfillment of this requirement — or this demand — for German pharmacolitical remedies would ensure to the German political economy a profit appropriate to its inventive achievaments, and of which it is deprived at present through the exceptional provision of Article 3, Paragraph 1.

٧.

Proposals for the new draft of the patent law regulations for the protection of phermaceutical inventions in France,

In the modern industrial states two systems have proved of value in drafting patent law regulations for the protection of pharmaceutical inventions. These are:

- 1. The system of the "comploto protecttion of the substance".
- 2. the system of the "linit od protection of the substance",

or, as this system is often called in German patent law, the system of the " protection of the dofinite nanufacturing process".

(page 21 of enclosure)

The complete protection of the substance protects the newly discovered pharmaceutical renedy as such i.e. independently of the process of manufacture. If, at a later date, another inventor invents a new and improved process for manufacturing

- 15 -

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the phermaceutical remody, he can have the process protected by a second patent; he cannot, however, manufacture the product as such by means of the new and improved process without the consent of the inventor who has patented the product. Complete "protection of substance" for pharmaceutical inventions is granted, for instance, in the U.S.A., in the chemical field (but not in the pharmaceutical field). This is also holds good in France. The system of "complete protection of the substance" is in itself well known in the French Patent Lew.

The "limited protection of the substance" and the "protection of the definite process of manufacture" protect the new pharmacoutical ready only as far as it is produced by the manufacturing process discovered by the inventor. If, at a later date, another inventor discovers another and independent manufacturing process for the pharmaceutical ready, he can produce the product by the new method independently of the first product. —

The original intention of the "limited protection of the substance" was to promote the development of the chanical and pharmaceutical industry by affording if the possibility of discovering later on improved and independent manufacturing processes. In reality, chanical science has advanced so far in recent decades that must inventors of new pharmaceutical readies are able from the start to patent a 1 1 the possible methods of producing their new pharmaceutical ready. — if necessary by means of several patents.

From the practical point of view, the "complete protection of the substance" and the "limited protection of the substance" produce the same results normanys in most cases. The "complete protection of the substance"

(Dego 22 of enclosure)

has, however, the important advantage that under this system the formulation of the patent is simpler and levislation also requires less complicated legal clauses.

The "limited protection of the substance" therefore even its existence today not so much to advantages actually existing as to its historical development in the various countries. - country which today had to choose between "complete protection of the substance" and "limited protection of the substance" would normally prefer the "complete protection of the substance".

The German pheresecution industry wishes France to acknowledge the patentability of inventions of new pheresecutional compositions and pheresecutional remodies by granting either "complete protection of the substance" or "limited protection of the substance".

Details of the proposals follow:

Proposal 1:

Recognition of the "complete protection of the substance".

This proposal would be complied with if the exceptional provision of Article 2, Paragraph 1 of the French Patent

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Law were cancelled. The result of such cancellation would be that new pharmaceutical compositions and pharmaceutical rancies could again be protected as such. This stipulation could be inserted without difficulty into the present French Patent Law.

Proposal 2:

Granting of "limited protection of the substances".

The exceptional provision of Article 3, Paragraph 1 of the French Patent Law of 1864 shall be cancelled and replaced

(page 23 of enclosure)

by an appropriate stipulation for the granting of "limited protection of the substance" in the case of pharmacoutical inventions inserted in Article 2.

The corresponding stipulations of the German Patent Law are shown in:

inticle 1, Persyroph 2 of the Ger un Patent Law:

"The following are excerpted:
Inventions of food products, norectics, and pherincoutical products, as well as of those natorials produced by chemical processes, provided that the inventions do not concern a definite process for manufacturing the articles."

In connection with article 6 of the German Patent Law:

The result of the patent is that the emer of the patent has the sole right to manufacture the erticle, to trade it, offer it for sale, or utilize it. If the patent has been granted for a process it also coners the products directly produced by the process."

The stipulations of the English Patent Law appear in Section 38A Paragraph 1:

"In the case of inventions relating to substances prepared or produced by charical processes or intended for food or medicine, the specifications shall not include claims for the substance itself, except when prepared or produced by the methods or processes of manufacture particularly described and ascertained or by their obvious chanical equivalents."

As already mentioned, Proposal I, - i.e. recognition of the "complete protection of the substance" - would probably fit most easily into the rest of the framework of the French Patents Law.

Leverkusen - I.G.-Werk, 1 November 1940

Ea/Sr.

TRANSLATION OF LOCUMENT NO.NI- 7554 CONT.D.

CERTIFICATE OF TRANSLATION

I, HOMA A.H. MACLEOD, MEP 38347, hereby cortify that I possess a thorough knowledge of the English and German languages and that the above is a true and correct translation of the Document Ho. HI - 7854.

27 September 1947

MONA A.H. MACLEOD

(E T D)

TRANSLATION OF DOCUMENT No. NI-10 471 OFFICE OF CHILF OF COUNSEL FOR MAR CRIEFS

{ Handwritten note and initial); illerible. Berlin,

Borlin, 12.11.1940

Monorendun

on conference in Reich Ministry of Economics on 11.11.1940

Prosent: Ministorial-Dirigent MULIET

Cherrogicrungsret Dr. HCFELLIN

Gensul !Génoral 14101

Dr. T.RYLLR

Dr. HICHER

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Consul - General MAIN gave a detailed report on his negetiations with Baron von JAMTZIN of the Union Chindque Bolge. The result of the negetiations was as follows:

The pharmaceutical department "Meurice" of the Union Chimique Belge, which was forwerly only a department of this concern, is now being ferred into a legally independent enterprise, probably in the form of a joint. Stock company. The Union Chimique Belge, as the main shareholder, will take 50% of these shares of the I.G. Ferbenindustric "BAYER" gratuitously. The sects on the two Joint Stock Company. A board of directors, which consists of four persons, will be given to "BAYER". One of these will be filled by Mr. VALYMINE, director of Belge-Fharma and the question of who will fill the other has not yet been decided.

In return for 50% of the shares of the new "HEURICL" AG, "BAYER" has consented to offer the new products coming from "MLURICL", which will be put on the market in Delgium not under the "BANTER" protected trademark but under a new trade-name of "HEURICE".

Ministerieldirigent LULLIT stated that he was fundamentally in agreement with this solution of the "MEURICE" matter and consented to inform Dr. MRLFFT accordingly. In the subsequent telephone conversation with Dr. MRLFFT this was immediately done by Cherrogic rungs rat Dr. HOFFILM.

Secondly Consul General HANN said that immediately after his trip to Brussels he would also go to Paris in order to start regotiations with the gentlemen from Rhone-Foulenc. According to information from Paris, Rhone-Foulenc have already declared themselves ready in principle to go into "BAYLR's" plans, i.e. to establish a sales company with "BAYIR" participating to the extent of 50%. Rhone-Foulenc, however, pointed out expressly that they.

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TRUNSIATION OF DECUMENT No. NI-10 471

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had to attach great importance to the fact that the former production capacity gould on no account be reduced. In the opinion of Gongul Beneral MANN this demand presents no difficulty which could threaten the success of the negotiations.

Ministorial-Dirigent MULLET also expressed his agreement with "DAYLE's" plans and promised to inform Dr. KCIB as well as Ministorialret Dr. MICHEL.

Himistorial- Dirigent MULLET further pointed out that in order to avoid future actions it was absolutely necessary to ascertain whether other firms of the German pharmaccutical industry were interested for good reasons in the firms "MEURICE" and "RIGHT-ICUING". Since Dr. UNGUITTER, when Consul General MANN wished to ask to make these observations, cannot be reached at the mement, Cherrogicrum scat Dr. HOFFMANN has taken ever the task of ascertaining by way of the Fachgruppe Pharmazcutische Erzeumisse the interest of the pharmaccutical firms in the two fereign firms. Cherrogicrumgsrat HOFFMANN pointed out empressly that such an interest could only be considered if the firms concerned could, ive valid reasons for their interest.

Ministerial-Dirigent HULERT also requested Consul Concrel MANNET to submit in writing the ideas and views of the two firms "IL URICE" and RHOW-ICULING, so that since the negotiations had now reached such a stage, there should be some written reference to them in the Reich Ministry of Economics.

Consul General ILMN then informed the contlemen from the Reich Hinistry of Economics of his intention to negetiate with the firm Eastell AG. Zegreb, with regard to hequiring shares. The shares are at present in Jewish hands and are to be bought up by us. At the wish of the two contlemen we shall send them for their information a nesterendum on the discussions we are clanning to held with Eastell AG. Zegreb.

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Consul General MANN further pointed out that "DAYIR" intended to acquire from "CIDA"Geschlachaft fuer Chemische Industrie, Basle, a licence for "Cibanel", the new product brought out by CIDA. This is a Thicsel proparation for embatting concernees which gives really esteunding results in clinical tests. He said it could be expected to surpass all other preparations new on the market for combatting generations. For this reason it would doubtless be in the urgent interests of the national economy not to obtain this product from Switzerland but to produce it in General. The negotiations with Giba had shown that Giba is prepared to grant a licence for the territory of Greater General (possibly including the General-General, Holland and Belgium) as well as for the

TRANSLATION OF DECUMENT No. NT-10 471

(page 3 of original)

Kingdom of Roumania. The licence is for 10% of the not-gross turnover, but during the first three years a minimum of RM. 50.000. — in the first year, RM. 75.000. — in the second year and RM. 100.000. — in the third year is to be guaranteed. The gentlemen declare themselves in agreement with this in principle. It was agreed that an application should be take to the foreign Exchange Department, which application is to be supported by the gentlemen of the Chemic-Referat.

Consul General MANN then made a report on the exposed recarding the possibility of patenting thermocutical products and modicines in France,

which empess had been propered by our legal department on the besis of discussions with Ministerialret KULINDIANN of the Reich Ministry of Economics, and has since been submitted to the Reich Ministry of Justice.

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Consul General MANN stated once more that the erection of a corresponding patent protection in France for pharmaceutical products was one of the most urgent problems and must without doubt be tackled in addiately. This was the more important since in the course of time the demands which Germany would make of France would decrease rather than increase. To requested Ministerial-Dirigent MULLET, to take up this matter encreatically as soon as possible.

In a short discussion which followed at the subject of the further postgenement of the "BLYTR" Import plan for 1941, Consul General MAIN, submitting a diagram, informed the gentlemen from the Reich Ministry of Economics that on the basis of the findings of our Statistial Department, during the first seven menths of 1940, "BLITR's" share of the total expects of pharmacoutical products under items 388 a & b amounts to 74,5% against a propertion of the same products in the corresponding period fast year of about 125. This means that "BLYER" today experts 3/4 of the total ecount of medicines experted under items 388 a and b from Germany Ministerial-Dirigent MULIRT was extraordinarily impressed by this figure and requested Gensul General MAIN to give him the diagram for his records.

In conclusion Consul Concral MANN gave Ministerial-Diricent MULERT a proposal to confer the Militaerverdienstkrouz (Military Coor of Merit) on these centlemen of "LYMER" who had same special merit by making deliveries to the German Johrmacht and maintaining emports. Consul . General MANN pointed out that the Cologne Regional Economic Office had repudiated competence for the proposal , as the Sales corporation "BAYER" did not belong to the Factories Fartnership "NIMBERGERIES".

Ministerial-Dirigent MWLIRT accepted the proposal and consented to attend to the forwarding of this proposal to the proper quarters.

- 3 -

TRINSLITION OF DUCUMENT NO. NI-16 471 CONTERED

CIPTIFICATE OF TRANSLATION

I, Hilde HATER, AGO No. D 429 874, hereby certify, that the above is a true and correct copy of document No. NI - 10 471 the original of which is in the German language.

10 July 1927

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signed: Hilde MAYER

Hilde MAYER

4GC No. D 429 874

CERTIFICATE OF TRANSLATION

30 Scot. 1947

I, Kathleen STCUT, Civ. 20 14C, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI 10 471.

Kathleen STCUT Civ. 20 140.

AIR HAIL

Paris, 15th November 1940

Consul General W.R. Mann, "Bayer" Leverkusen.

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(1)

Fr. F.-B had his first discussion with Messrs. Grillet, Bo and Barral yesterday, with Mr. Buisson acting as chairman.

Mr. F.-B. again stresses the fact that the conference was conducted in a perfectly friendly manner and that Mr. Bo, who seemed at first to be rather on the defensive, has now become much more amenable. (Mr. be is the managing engineer and will probable succeed Grillet.)

In reply to our proposals these gentlemen made two important objections, as follows:

1) They fear that the establishment of a commany with a foreign majority would be nost unfavorably received by French medical circles and that they would consequently lose a good many sales, which would go to other French firms. They suggested that the "Dayer" participation should be decreased and the Rh.-P. participation increased to correspond. Mr. F.-B. opposed this by pointing out that these doubts could be taken into consideration by leaving the capital in Bayer's hands but in a French name.

In connection with this point, iir. F.-B. further mentioned the possibility of measures being taken by the Germans to put obstacles in the way of raw material deliveries to other French competitors. We replied that the last point was best emitted from the discussion in the meantine as it would lead too far.

2) Rh.P. point out that their sales in France, as compared with Bayer's, are in the ratio of approximately 10:1 and that they consequently consider it unjust that the profits in the new company should be distributed in proportion to the share empiral.

ir. F.-B. Montioned the possibility of introducing a sliding scale arranged according to different groups of products.

(Pres 2 of original)

We thought that i. buld be in accordance with your views for us to a post to Mr. F.-B. that the planned distribute and profits represented to some extent a compensation for the damage suffered by us due to low profits during the last 20 years owing to the actions of Rh.-P.

The written directives given to Rh.-F purposely contained no mention of the 30% margin of profit on the cost price haid down in the original memorandum as the basis of the prices to be charged to the new company. They spoke only of a "certain percentage".

TRANSLATION OF DOCUMENT NO. NI- 7858
OFFICE OF CHIEF OF COUNSEL FOR WAR CHIEF OF CONTINUED -----

Complete freedom of action has thus been retained for the coming negotiations with regard to this point of the distribution of profits, which will probably form one of the main objects of the negotiation at the end of the month.

We may add that Rh.-P. does not seem particularly anxious for the new company to be a direct successor to Specia and to function under that name. We can imagine that they would in fact be interested in keeping Specia going, even under different external conditions, as a purely French firm acting as parent corrany for the Specia branches abroad.

No objection was raised to the formula covering "Bayer's" participation in export profits.

hir. F.-B. is to have a further discussion with the above-mentioned gentlemen next Tuesday. On that occassion he will put forward our arguments as detailed above.

With regard to your visit, plans have been made for you to lunch with Mr. F.-B. and Mr. Albert Buisson in a small and intimate party on the 29th, so that you can establish personal contact, to be followed by the general discussion on the evening of the 29th or 30th.

We shall communicate with you as soon as Mr. F.-B. has come to a definite agreement with the French side.

We hope that the alove report will neet with your approval and that negatiations can be continued in this way until they reach a stage which per sits of their being carried to a definite conclusion on your arrival.

Heil Hitler!

(signed) illegible (Signed) Kraner

CERTIFICATE OF TRANSLATION

I, home A. W. Unclood, LEP - 17, hereby certify that I am thoroughly conversant with and English and German languages and that the above is a true and correct translation of the Document No. NI - 7653.

7 August 1947

()

Mona A.M. Maclood



ERRATA SHEET

Page 2 of the translation of document No. NI-7658 signature should read:

Heil Hitler!

(2 Stamps;) (signed) Brock (?) (signed) Krantz (?)

Errata sheet prepared by:

JOHN J. BOLL U.S.Civilian AGO No.A-444412

Discussions with Atone-Poulonc on 29th and 30th Nov. and 2nd Dec. 1940

The discussions took place officially on Nuone-Poulenc's premises. The first two discussions were attended by the following:

Ocnsul General W.R. Hann) "Dayer Buisson, President)
Dr. Grobel, Director) Lever- Grillet, Director,) ThoneW. Schnitz, Prohurist) husen Business Hanager | Poulonc to Bo, Dir., Technical | Paris Hanager

Four-Penulieu } "Bayer" confidential agents, Poris.

Ir. Hann opened the discussions held on 29th and 30th Movember, which lasted about 4 and 3 hours respectively, by stating that he was conducting these negotiations on behalf of and with the approval of the Comman authorities and in agreement with other German manufacturers.

The first subject to come under discussion was the cooperation which we planned in connection with the sale of pharacoutical products by means of the astablishment of a joint sales company "Bayer"-Rhone-Poulenc. President Buisson and Mr. Grillot adopted a positive attitude towards the question of co-operation in principle, while Mr. Bo was obviously averse to it from the start.

The ornosition from the French side was mainly directed against our implacable demand for a "Dayer" injority in regard to capital, in which respect we want "Dayer" to have 51% as against Rhone-Poulenc's 49%. The objections made by the French side concerned the volume of sales (Rhone-Poulenc's amount to about 300,000,000 French france, "Dayer"s, on the other hand, in France, to only some 15,000,000 French france, as was correctly estimated by the French.) They further objected that the joint organization of the company could not be best secret and that it would cause a transmissions loss of custom, as French dectors would drop Rhone-Poulenc products

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and buy from other French firms instead, which would not help either of the firms behind the sales corpony. Our proposed to give the new company a different ness, which could appear on the various products, accommand by the name "Mayor" or "Rheno-Poulane", according to which was appropriate, was also rejected by the French gentlemen. Be finally issued a threat to the effect that if the company we planned was established with the participations as intended, most of Whene-Poulane's employees would resign; he inclied that he would be smong them.

A preposal for a temperary solution was made by Fauro-Bonuliou and taken up by Buisson. This would fix "Hayer" s share for the time being at 15% or 20%, which would be gradually increased by increasing the sale of "Bayer" products in France. We were compelled to reject this solution, as

TRANSLATION OF DOCUMENT NO. NI - 7629 OFFICE OF CHIEF OF COUNSTL FOR AND CATHES.

(continuo)

we know only too well that we should never got the majority we claid in this way. But even in this case the French side would not go beyond a maximum participation of 49% for "Dayer" in the distant future.

After negotiations lasting some hours and containing several further hanted exchanges of opinion concerning details of the proposed sales company, it became unmistakably clear that even by dropping a large number of points from our pregram, we could not hope to arrive at an agreement with Panne-Poulone on the basis we had intended. In Hann announced, therefore, that he must return his assignment to the German government as a failure; and hinted that the French site might later on regret its neglect of using the opportunity afforded by our present willingness to come to terms.

Hr. Grillet then suggested, rather abrustly, that the negotiations should be continued on a different basis. He offered Farben yearly payments in commensation for those products in which our rights had been infringed and to which we had a priority title also admitted by Rhone- Poulone. Grillet read out the list of specialities which in his opinion case under

(Page 3 of original)

this head and which tallied almost without exception with our own list (see Encl. 1, Pars. II). Mr. Grillet ientioned only one or two of the chemical products..

In. Hann accepted this proposal, which does not projudice the solution of the question of participation in a sales company at a later data and stated our conditions, which were as follows:

Amount of percentage to be withdrawn from gross turn-

Export - prices to be brought into line.

Export - prices to be brought into line.

Stops to be taken with a view to the creating of a patent law.

Regulation of the position of first linked to Rhone-Poulone with regard to parallel products. Continued demands on the German side for closer economic inter-relationship.

In a comparatively short time we were able to come to an agreement with Rhone-Paulenc on this new basis. Our briefly formulated conditions were accepted by the French side without any further delations. It was agreed that both sides should work out a draft agreement, to be completed by Honday morning, 2nd December, discussed the same afternion and signed on Tuesday, 3rd December.

On Sunday, 1st December, Dr. Grobel, Schmitz, Brock and Krantz Crafted an agreement of this kind in German and

French in our offices (see Encl. 1,2, and 3).

The discussions held on Henday, 2nd December, were attended by Dr. Grobel and Schmitz on our side and Do and Barral representing the other side. The two last-named are subject to be Anglophil and must be regarded from the start as apposed to agreement with Germany. President Buisson no longer took part in the negotiations, although he was in Paris.

Although we on our part presented a complete agreement,

(page 4 of original)

Rhone-Poulenc on the other hand had only prepared a premible to the oral agreements and had not put any of the individual terms into writing (see Encl.4).

At the discussion, which lasted 2% hours, the fact energed that Rhone-Poulone was trying to alter the entire basis of the agreement and was working towards a reciprocal agreement. Nearly every paragraph of the agreement we had drafted was subjected by then to betty criticism. It was obvious that the French side was using delaying tactics and attempting either to escape altogether from the oral agreements made on Friday and Saturday or to bargain for the restoration of many of the concessions already made. The negotiations had therefore to be broken off without any result having been reached.

Hr. Foure-Benulieu was informed of this new development on the same evening. He was very angry when he heard that Rhone-Poulene had failed to been its word and offered to not as mediator. We accounted this after and an appointment was unde for a discussion between Foure-Benulieu and Buisson on Tuesday afternoon, 3rd December, at three ofclock. We drow us a memorandum for Faure-Benulieu's use at this meeting, su merizing the disputed points and also containing our counter-arguments (see Encl. 5 and 6).

After the discussion between Buisson and Faure-Beaulieu, at which Be and Barral were also present, Faure-Beaulieu informed us on the evening of 3rd December that after making initial protests Rhone-Poulene agreed to submit a complete signed draft agreement by cloven o'clock on Tednesday marning. This draft was to formulate Rhone-Poulene's interpretation of the oral agreements made last Friday and Saturday.

Hr. Faure-Beaulieu was asked to mass Rhone-Pouleac's signed droft to Hr. Brock; and the latter was to mass it on to us by the known route on the same day. It should have reached us about midday on 4th December.

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Up to date - 7th December - this draft agreement has not been received.

Leverkusen, 7th December 1940 SchrySch

> esperanticos de esperanticos de la CERTIFICATE OF TRANSLATION SERVICIO SERVICIO DE CONTRACTOR DE CO

I, Honn A. H. Maclood, LEF 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the shove is a true and correct translation of the Document Mo. MI 7629.

9 August 1947

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Hona A.M. Mnoleed

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TRANSLATION OF EXCERPTS FROM DOCUMENT No.NI-8080
OFFICE OF CHIEF OF COUNSEL FOR "VR CPINES

(Page 1 of original)

(handwritten_and_underlined)_ ____

Minutes

of the 23rd Meeting of the Vorstand on 12 December 1940, at 9:30 a.m. in Frankfurt a/Mein.

All members of the Vorstand were present with the exception of Messrs.

Dr. Oster Waibel.

who were excused.

(page 2 of original)

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3) Report on the negotiations in Brussels and Paris.

Herr Mann reports on his negotiations with Rhone-Poulenc, which led to an agreement in principle concerning the payment of royalties on pharmaceutical specialities and chemicals which are imitations of our products. Term of the agreement 50 years. In addition, the Pharma-Sparte will endeavor to obtain an interest in Rhone-Poulenc by investing capital. The Vorstand agrees to this line of action.

Referring to Meurice, Herr Mann states that in fact he was able to come to an understanding with Meurice for a mutual arrangement on a 50:50 basis, but it would be difficult to carry it out owing to conditions of sale. Consequently it was proposed to protract the negotiations.

(page 5 of original)

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signed : H. (name illegible)

signature: (illegible)

TRANSLATION OF EXCERPTS FROM DOCUMENT No.NI-8080

CERTIFICATE OF TRANSLATION

26 September 1947

I, Victoria ORTON, ETO No. 20 129, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No.NI-8080.

Victoria ORTON ETO No. 20 129

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TRANSLATION OF DOCUMENT No NI-7632 OFFICE OF CHIEF OF POUNSEL FOR WAR CRIMES

Copy.

"BAYER"

I.G. Forbenindustrie Aktiengesellschaft Leverkusen-I.G. Werk, Direktion (Directorate)

15 December 1940

Managements of the Firms Rhono-Poulenc and Specia,

> 21, Rue Jean Goujon, PARIS (Se)

Some days ago we received through the kindness of M. laUKE-blaULIEU the draft-egreement drawn up and signed y you following our conferences in Paris of 29/30 November and 2 December 1940, as well as the supplement with explanations; we state with great satisfaction, that both the text and the contents of the draft agreement closely follow the project which we hended to you at our last conference on 2 December 1940.

After this close nutual approach of our standpoints we agree on principle to the text drawn up by you. Having carofully examined all poi ts we would like to make a few unimportant changes only, for which we give in the following our reasons and explanations:

In the 4th paragraph of the propuble of your draft it is emphasized "that no French law concerning patent protection of pharmaceutical products exists". There being a general patent law in your country, which only does not apply to phornacoutical products, we have changed the text as follows to suit existing conditions: "in spite of effective nonexistence of catent protection for pharmaceutical products".

In the 5th peragraph of the presable we must drop the words "will again be allotted by an agreement to be concluded between the Germen and French Government", because the German authorities will not permit us

TRANSLATION OF DOCUMENT No. HI-7532 CONTINUED

(page 2 of original)

to enticipate and to cite in this manner in an agreement between private firms a treaty still to be concluded by our two governments.

a would like to let the 7th peregraph immediately follow the 5th peregraph, without any changes in the text.

Under point 1) and 2) it is wrong to mention article 9, in both cases article 8) must be mentioned.

Moreover we thought fit in article 1), to state the scientific designations along ide the two trade-designations "Amidopyrazoline" and "Dioxyamidopyrazoline", in order to exclude misunderstandings. Our promise to you, to except antipyrin in this, has been fulfilled by a corresponding note to "Dioxyamidopyrazoline". Finally we have also added the scientific designation to "Scurocaine".

In article 2) we maintain our wish concerning Genacrine and Genacrine-lozenges and want to include this product in the table of special preparations listed under 2), to which you already express your agreement in the explanatory supplementary note.

In article 3) we maintain our wish for a payment of 10; for the Malaria preparations, to which you express your agreement in the explanatory supplementary note. We therefore went to change the general arrangement of article 3) slightly while retaining your text. We have only crossed out the words "on the part of the German authorities "in the first paragraph of article 3) for the reasons stated in the beginning.

Concerning the trade name"as irinos we have replaced the words "reverts again" by the words "is gain granted", because we went to assert no rights whatsoever for the past years.

The subordinate clause contained in article 5) "as far as products are concerned, which were originally invented by "FallR", has been drouped by us, since the case may occur, that we are the first people to sell products invented also by firms closely connected with us.

(page 3 of original)

In article 7) we consider the following addition-necessary: "a tabulation of possible firms and products is attached to the agreement".



TRANSLATION OF DOCUMENT No. NI-7532 CONTINUED

(page 3 of original, cont'd)

For the reasons stated above we would like to effect a slight alteration in article 11 concerning patent protection, giving it the following new version: "Rhone-Poulenc and Specia will do their best to induce their competent authorities to give the patent law within the shortest time such an interpretation or new version, that also pharmaceutical products receive patent protection."

You will have seen from the foregoing, that our wishes concerning alterations refer only to unimportant points of the agreement, and you have already declared yourself agreeable to some of these wishes in your supplementary note.

Enclosed please find two signed copies of the French text of an agreement drawn up with these alterations and we await with pleasure the speedy return of a copy signed also by you.

While we are thus forwarding you today the signed agreement, which we regard as a first result of our Paris conferences, we want at the sea time to revert again to the main question discussed at our first meeting in Paris.

We still have the sincere and urgent desire shared by the German authorities, somehow to come to a closer cooperation with you. As regards the common selling company for France, her Colonies, Protectorates and Mandates, which we discussed in full detail, we have once more examined the problems connected with it, and recognize the arguments stated by you, which oppose this solution of the problem of cooperation; we therefore drop this project.

We now propose to you, to carry out the desired combination of our two groups in the scientific and technical

(page 4 of original)

field, the method adopted being, that we accuire a 25, share of your capital stock, for which your company would issue new shares; in exchange we on our part would allot to you shares of our company having equal value at a price to be agreed on.

To quarantee scientific and technical cooperation, we declare ourselv's ready to offer you for Irance, her Colonies, Protectorates and Mandates all products rawly turned out by us in future, so that they can be sold by you in this area under a different name alongside our original product. Any understanding as to licence-fee, price regulation etc. would have

TRANSLATION OF DOCUMENT No. NI-7632 CONTINUED

(page 4 of original, cont'd)

to be on the line of our present agreement. To effect reciprocity, we suggest to you to make the same agreement vice versa for your new products as regards the Greater Gormon customs area.

Moreover we declare ourselves prepared to assist you in every way in the carrying out of the organizational measures for market regulation according to the German model, as provided for in article 14 of the present agreement. In Ger may we have had the best experience when organizing our production branch with these measures, so that an analogous regulation in France is in the best interest of your firm, who is the largest French producer of pharmacoutical products.

We request you to examine this new offer in principle.

We should be glad, if to day's agreement might be seen followed by further and more intense cooperation between our two firms.

Yours very truly

I.G. FLHEE INDUSTRIE A TIENGESHALSCHAFT signed: N.R. MANN signed: Dr. GROBEL

CERTIFICATE OF TRANSLATION

23 September 1947

I, Ludwig BONIPSKI, aGO 3-485, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. HI-7632.

Ludwig BORINSKI AGC 34486

- 4 -

TRANSLATION OF DOCUMENT No. NI-8450 OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

I.G. Berlih NT 7 Unter den Linden 82

Rubber Stamp! Department Farben Inr 27 Feb. 1942 Replied

To Dr. v. KNIERIEM, Director

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Legal Department, Berlin SO 36
Legal Department Farben, Frankfurt/N.
Legal Department Chemicals, Frankfurt/N.
Law Department, Leverkusen
Law Department, Ludwigshafen
Law Department Ammoniakwerk Merseburg G.m.b.H.
Leuna Werke (Kreis Merseburg)

Our ref.: Legal Depart. Hne/Br/555-61 Tel.Ext.No. Date 2439 25 Feb.1942

Rubber Stamp:
Dr. K. check mark
Dr.v.R shorthand note, illegible
Pr....illegible absent
r.v.T. shorthand note, illegible

How Contracts are affected by the Unr. Strictly Confidential!

Through the Reichsgruppe Industrie (Reich Group Industry) we received the following copy of a strictly confidential circular d tod 28 January 1942 of the Reich Offic (Reichstelle) for Foreign Trade.

"Reich Office for Foreign Trade III 2a No. 9/42

Borlin, 28 Jan. 1942

Strictly confidential!

Concorning: Continued existence of contracts concluded before the beginning of the war between German firms and nationals of European Countries, which were or still are in a state of war with Germany.

Pursuant to the strictly confidential circular of the Reich Office for Foreign Trade I No. 2066/40 dated 14 Dec. 1940 (concerning the continued existence of contracts concluded before the beginning of the mar between German firms and French nationals.)

TRANSLATION OF DOCUMENT No. PI-8450 CONTINUED

(page 1 of original, cont'd.)

In reply to numerous enquiries addressed to this office we wish to inform you that economic contracts of all kinds, especially contracts with comm reial representatives which were concluded before the beginning of the war between German firms and nationals or firms in European countries which were, or still are, in a state of war with Germany, are to be treated in accordance with the guiding principles laid down in the circular of the Reich Office for Foreign Trade I No. 2066/40 dated the 14 Dec. 1940.

In accordance with same, contracts, the continued existence of which after the end of hostilities lies in the interests of the German partner, are to be tacitly considered as continuing and to be adhered to by the German partner, while contracts, which were to the disadvantage of German firms, are to be considered as having been invalidated through the war and do not have to be adhered to.

In the latter case, firms are to be given the following guidance on onquiry:

Economically, politically or racially objectionable representatives should be dismissed, and other business connections be broken off immediately by the firm, who should give the changed circumstances as reason but steer clear of any logal discussions.

(page 2 of original)

Such contracts must, however, not be cancelled, in cases were they were continued at the old conditions after termination of hostilities, for such a cancellation would imply that the Gorman firm considered the contract still valid up to the date of is cancellation. In such cases, the German firms should much rather inform their foreign partners that they considered the old contract as cancelled, and after outstanding claims have been settled, re uest the return of catalogues and price lists supplied to the foreign firms. Only in cas the foreign representativ or partner should seriously object to this manner of cancelling the contract, should the German firm be adviced to dismiss him without notice as a precaution. In case this is followed by lugal proceedings, the German firm should report to the Roich Office for Foreign Trade through the local Office for Foreign Trade (Lussenhandelsstelle). The competent civil and military commandants in Belsium, the North of France, the Netherlands, Serbin and Greece may intervene in these procoodings if raquired. The payment of a compensation must not be held out on principle to the representatives and business partners which are to bu dismissed.

signed: INGEN signed: BAUMGARTMER

Legal Department

Signature: Illegible

TRUNSLATION OF DOCU BYT No. NI-8450 CONTINUED

CERTIFICATE OF TRANSLATION

29 September 1947

I, Edith L. STEINER, Civ. No. 20 150, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. "I-8450.

Edith L. STEINER Civ. No. 20 150

ERRATA SHEET

Page 1 of translation of document No.NI-6944 heading should read:

Licence agreement "Bayer" / Rhone-Poulenc and Specia.

Page 4 signature should read:

Leverkusen, 30 December 1940 Paris, 30 December 1940 I.G.FARBANINDUSTRIE AKTIZAGESELLSCHAFT

(signed) MANN (signed) BRUEGGEMANN S.BUISSON

MARCEL BO

vise ne varietur

mino

C.G. MATTON

MIRREL HABIB

M.BO

Errant show properse by:

ACLASTICATION SLUTING SLUTING SALES

TRANSPATION OF DOCUMENT No. NI-6944 OFFICE OF CHIEF OF COUNSEL FOR WAR CRILES.

Contract

between RHONE - POULENC , represented by BUISSON & CO., and I.G. Farben (BAYER), represented by MANN & BRUGGMANN, concerning

" OLD PRODUCTS "

WHEREAS

" the REONE-IOULERC Company, in the domein of pharmaceutical products, and the Edward of phormaceutical specimities, manufacture a certain number of products which fail into

three main sategories:
(a) products not orginially discovered by the

THE PROPERTY OF THE PROPERTY O

companies at present composing I.G.
(b) products orginially discovered by the companies at present composit, I.G. but which have now become public

property the world over.

"(c) products orginically discovered by the companies at present composing L.G. and enter, not having become public property throughout the world, formed the basis of pre-war contracts between I.G. or the one hand and PHONE-POULENC and SPECIA on the other hand, without regard to the fact that phermaceutical products are actually not producted by

USINES DU RHCHE", uses the word "ASPIRINE" with the same title as a large number of French manufacturer of specialities, i.e., on the tasis of the French ows concerning pharmaceutical

trademarks,

"WHEREAS

the I.G. FARDENINDUSTRIE Aktiengesells thaft, on the other hand, considers the marke "ASPIRINE" to be wholly its property and further declares that the above mentioned lineace contracts have been and still are broken by the fact of the war,

and the company moreover considers that the exploitation on of the products or initily discovered by the companies composing I.G., no matter how far these discoveries date back, entitles the company to long-term paratempation in the proceeds of such explotation.

"THEREAS

RHOME TOUTHNO and SPECIA desire, in the same way as I.G., to maintain friendly relations between their two groups, in the spirit of collaboration advocated by their respective Governmonts

" THE FOLLOWING HAS BEEN AGREED: " 1. RHONE-POULENC will pay BAYER 5% (five per cent) on the amount of its sales in France, in the French colonies and through export channels, as laid down in Article 8 mentioned below, of those chemical and pharmaceutical products contained in the following list:

TRANSLATION OF COCUMENT MOINT 6944

"Acotylparaminosolul

"Acetylselicylic acid
"Imidopyrasoline (1-thenyl 2-3 dimethyl - 4 dimethylamine - 5 pyrasolene)

"Thursoutine "Dioxyern.dopyrozolina (secty) - mothyl - dimathyloxamyl - B Phorylhydrasine)

"Phonylethylmalonylard
"Sourceaith" (p-nmt.no-benogl-diethylamimoethanol)

*2. SPECIAL will pay to BIYER 5% (Dive percent) on the amount of his selectin France, the French colonies and whoseh or prove channels, is limit down in acticles route men select or those phermaconvical specialities contained in the Schlowing limit:

Redata Pala Syntom Catanobas Gardons I am all forms Mixiod Novamenobing t Billion Rhodoma Rhodoma Phofosing Sourceaine (Priming-bonnes) transhipleminaethenel) Strychne gardonal and physocgardonal.

*3. In which of the fact, as stated above, that the former contancts toneluded with SPBOTA are considered as having considered to exact on the outprook of far, SPECIA will pay this on the amount of its sales of the following purraneouts of appointainess the unformer ties d concentages:

10% (ten per cont) on Diagnoronal Bovitane also 5% (fire per cent) on Maranyi sad Eaganal

"On the older and, BAYER will boose to pay Mic No-POULENC see these which it paid this Company by virtue of the agreement deted 2% November 1925 conforming the joint exploisation of the RHONE-FOULENC and I.G. patents on GERMANINE and MORLEYE, and forther, 105 (ten pur cond) on :)

Transmission of the maintains of the maintains of the terms of the Sternson of

SPECI: will combine tuschi, for the sale of these products mentioned in the present paragraph, to France and to the French colonies, protectorates and mandated countries, it being understood that these markets are open to Bayer.

"4. SPECIA will pay to BAYER 10% (ton per cent) on the smount of its soles of ASPIRING USINES DU RHOME in Franco the colonies, pretectorates and mandated territories.

TRANSLATION OF DOCUMENT No.NI-6944 cont'd.

- " SPECIA will pay to Bayer 10% (tem per cent) on the amount of its sales of ASPIRINE DSINES DU RHONE in France, the computes, protectorates and mandated territories.
- "On the other hand, BAYER, as from the day that this agreement comes into forceswill cease the sale of ASPIRINE in France and the French colonies, protectorates and handated territories.
- "As soon as the "ASPIRINE! he restored to BAYER in the aforementioned countries, the necessary steps for which are to be taken by Bayer, BAYER will grant the necessary licence to RIONE-FOULERS and SPECIA."
- " 5. At BallP desires the prices of PHONE-POULEMO and SPECIA produces at France and the French colonies, products at those and mandated tentitories to be on the same level as those of similar Payma croducts, PHONE-POULEMO and SPECIA will take all nacessary stops with their authorities to bring this about and will map BallR informed; but RHONE-POULEMO and SPECIA cannot prelict the results of the measures to be taken by then

"HHOME FOURTH and SPECIA undertaken to fix their export prices for all products constituting the subject of the present agreement at the co-of of prices for the corresponding BAYER products.

- "As it is possible that in a certain number of cases the rigil application of the preceding paragraphs might result in a considerable reduction in the sales of the products in question, which would entail a corresponding reduction in the payments out to Bayer while essentially benefiting third parties who have no part in the present agreement any cases of this nature should be received in the light of the mutual interests of the two parties;
- The harmy routend and special undertake, such arrangement to become effective immediately, now to launch any pharmaceutial products or spacialities which are identical with or similar to products put on the market by BAYER, as far as the latter are products originally invented by BAYER.
- "By similar products must be understood these products which through the addition of a chemical group merely undergo a chemical modification without any alteration to their therapautical effect, and which thus would be considered as imisations.
- " 7. PHONE-POULENCE and SPECIA undertake we be instrumental in getting companies in which they hold shares to enter into the same undertakings with BAYER as those entered into by POULENC and SPECIA by virtue of the present agreement this refers to all pharmaceutical products and specialities which are identical or similar.
- " 8. The amount to be taken as a basis for drawing up the a accounts is the invoice amount, provided it has been paid, after deducting discounts, rebates, carriage, Freight, custom charges and sales taxes, such as turnover tax and tax on specialities.

"The sales by RHONE-POULENC to SPECIA or by RHONE-POULENC and SPECIA to companies coming under the present agreement, and this in view of the manufacture of those products transferred under the present typement, shall not entail any payment. The same will apply to sales of products of the same nature which have been ceded as equalizing agreements.

"In the event of Rhone-Poulenc or SPECIA introducing composite proparations constaining active products other than the products which the present agreement is intended to cover, payments to be made will be calculated, after having been examined by both parties, on the basis of the value of the active products other than those taken over under the present agreement.

Maccoun's will be rendered by RHOME-POULENC and SPECIA at the end of each querter, and transfers made to an address to be indicated by BAYER. In account will be submitted for each product.

- " 9. A trustee, to be appointed by common consent of the two parties, will see that the engagements entered into under the present agreement are carried out. All necessary documents ion will be held at the disposal of such trustee.
- *10. The engagements entered into under the present agreement will remain in force for fifty years and will apply to all the products transferred. It is understood that RHONE-POULENC and SPECIA will not transfer any of these products to third parties for manufacture.
- "11. RECNEPOULENC and SPECIA +111 endoaver to have the authorities fix and interpret the patents law in such a way that it will extend to pharmaceutical products.
- "12. The engagements entered into by RHONE-POULENC and SPECIA under the present agreement will be binding on any legal successor should the occasion arise.
- "13. The agreement will come into force and will be binding on the two parties as from the day of its signature, and at the latest on the lat of January 1941, subject to be following reserves:
 - following reserves:

 # (a) As regards BAYER that the interested Jerman authorities give their consent.
 - (b) As regards RHONE-POULENC and SPECIA, that the inversed French authorities give their consent.

TRANSLATION OF DOCUMENT No.NI-6944 contoa

That the respective Boards or Directors of RHOME-POULENC and SPECIA ratify it at their next meeting.

#14. The conclusion of the present agreement is without prejudice to the German demand concerning organizational measures for the regulation of markets considered by Germany to be necessary.

"15. Arbitration. It is compulsory that any dispute as to the interpretation or execution of any of the clauses of the present agreement should be brought before an Arbitration heard.

TRANSIATION OF DOCUMENT No, NI-6941 cont'd.

"Leverkusen, 30 December 1940. Paris, 30 December 1940 (signed) - 2 signatures (stamped signature) - V.A. Esta Er. Brueggemann

CERTIFICATE OF TRANSLATION

2 May 1947

I, MONA A.M. MACLEON, NEC 38347. hereby certify that I am thoroughly conversent with the English, French and German langue-gas, and thus the above is a vive and correct granslation of the accument. No - 3844.

Colour.

U

MONA A.M. MACLEON MED 38347 Translator's note: handwritten

Air Mail

notes and initials:

processed 18 Jan R

To Hour Schmitz N. (Henn's initial)

S (v. Schmitzler's initial?)

Sch (Schmitz's initial)

illogible note

Paris, 9 January 1941

TC Director Dr. J. GROULL "DAMER"

Lavoritusen

Subject: Agree ent with Rhone-Poulenc

I looked up Dr. KOLB yesterday in connection with this effair and gave him a copy of the agreement. He has core-fully studied it again and told our firm in the course of a fresh discussion held today that he fully acknowledged both the contents and the wording of the contract.

Some details were discussed in this connection which an interest you:

After the conference with you and Herr Schmitz, Herr 30 went to see Herr Folb the next day because he was apparently advaid that his attitude which was "harsh" in one parison with that of DUISSON and GRILLTP, could be interpreted as meaning that he wished to sabotage the agreement. The assured Dr. Kolb that he had no invention of doing so and what, on the contrary, he was trying to come to an agreement. There were, however, certain passes as in our draft of the agreement which do not agree with their notes on the Saturday conference (these have, however, been clarified in the mean-time).

Dr. Holb had a conference with 30 lasting almost 3 hours, in the course of which BO told him that Rhone-Poulone had

TRAUSLATION OF DOCUMENT NO. NI-7. 3

contracted the consetent government apencies which, however the not inclined to favor a joint sales company wit. " eyer" injority but consider the license-aprecient on the present basis to be the lesser ovil.

That much to the con rest already concluded.

With regard to the new negotiations the following statements were made:

1) As a rule the Gentlemen prefer such negotiations to take place in Paris, to avoid possible interference by Wiesbaden, which might happen if the negotiations took place in Generally.

(Page 2 of original)

- It is not necessary to inform Wiesbaden of those negotiations.
- The continuous of Economics for the proposed exchange of stock be obtained, as well as the approval for the transfer of forcing exchange resulting from this exchange of stock. As far as the first is concerned, I think I can assure Dr. Kolb that your proposel to RH.-P. has been already formulated in consultation with the authorities in Derlin.
- A) The regard to the passport, we must contact the Military Administration as well as the Lagation. In this respect we shall remain in contact with Dr. Molb and shall give you, as a read the personal data of the pentlemen tolking part in the trip as soon as M. NO coles back from Lyons.

On the occasion of my visit I have Dr. Holb on behalf of Consul General Hann the pocket writing case which the latter had left for him. He was obvious pleased and sends his best thanks.

With bost remarks and

Heal Latler

(signature) illegible.



CT TIFICATE OF TRANSLATION

I, None A.M. Hacleod, hereby certify that I am thoroughly convergent with the English and Corman languages and that the above is a true and correct translation of the Document Mo. HI-7848.

Hone A.L. Macleod LTP 34397

5th .u_ust 1947

VEREIN FUER CHEMISCHE UND METALLURGISCHE PRODUKTION z.Zt.Berlin, den 7.Dezember 1938

NI-10724

(handgescrhieben) Entwurd 0

-1-

An die I.G. Farbenindustrie Aktiengesellschaft Berlin NW 7 Unter den Linden 82

Wir bestaetigen dankend den Eingang Ihres Schreibens vom 7.12.1938. Wir benutzen diese Gelegenheit, um festzustellen, dass bei den Verhandlungen und bei der Festsetzung des Kaufpreises fuer die Werke Aussig und Falkenau beruecksichtigt worden ist, dass ca. ein Drittel der Erzeugung der Werke Aussig und Falkenau im heutigen Gebiet der Tschechoslowakei abgesetzt wurde, und dass dieser Absatz durch den Neuaufbau der Produktion des Fereins mit der Zeit voraussichtlich verloren gehen wird. Mit Ruecksicht darauf verstehen wir Ihren Brief so, dass Sie nicht die Absicht haben, im Rahmen des Vertrags den Wiederaufbau der Produktion des Vereins direkt oder indirekt zu stoeren, insoweit es sich um Produkte des bisherigen Aussig-Falkenauer Produktionsgebiets handelt, bei deren Absatz wir uns auf das heutige Gebiet der Tschechoslowakei beschraenken. Wir verstehen dies fuer eine Frist von 5 Jahren. Soweit, wie z.B. auf dem Farbengebiet, Binduhgen Ihrerseits mit Dritten bestehen. die auch den tschechoslowakischen Markt betreffen, soll diese Erwartung nur mit der sich danach ergebenden Einschraenkung ausgesprochen sein.

Wir begruessen aufs waermste, dass die bisherigen freundauch
schaftlichen Beziehungen zwischen unseren Firmen/weiterhin
aufrecht erhalten bleiben sollen. Wir brauchen wohl nicht zu betonen, dass auch unsererseits and der Weiterentwicklung dieser Beziehungen mitgewirkt werden wird.

Hochachtungsvoll

VEREIN FUER CHEMISCHE UND METALLURGISCHE PRODUKTION MILITARY TRIBUNDE NO. X = 60

Engl.



Index to Doc. Book LX Count II - Spoliation France (Rhone-Poulenc)

Editort Document

Resgription of Dodument

Rome

NI-10397

Letter from Farben, signed defendant Mann and defendant Brueggerann, to Rhone-Roulenc/Specia, 9 January 1941: commenting on certain changes made by Farben in the original wording of the agreement of December 30, 1940, a.o., on the climination of all references to the attitude taken by the German Government.

NI-7647

Rhone-Poulenc's reply, signed Bo, to Farben's letter of January 8, 1941, (NI-10397 above), 18 January 1941, and Farben's German translation, stressing, a.o., the decisive influence which Farben's statement on the opinion of the German authorities concerning the restitution of trade marks and the breaking of former constracts had on Ehone-Poulenc's decision to enter into the license agreement.

NI-7637

Letter from Farben's Patent
Department Leverkusen to defendants Hoerlein, Brueggemann, Fenn, 10 February 1941:
advising them that Farben's
proposals for a patent law in
France were conveyed to the
Foreign Office which will pass
them on to the German Armistice
Delegation which, in turn, will
submit them to the French.

NI-8611

Letter from Bayer, signed Hoerlein/Mann, to Rhone-Poulenc/ specia (Ferben's French translation attached), 28 March 1941; evidencing contract as to future cooperation.

NI-7635

Minutes prepared by Werner Schmitz on discussions in Paris with Rhone-Poplenc/Specie, 23/22 May 1941, concepting organization of Joint sales of peny.

NI-7636

Execute from minuted prepared by
Werner Schmitz on discussions in Februar
with Rhone-Poulenc/Specia on 23/25
May 1911, expressing a.o., Mr. Schmidz's
opinion as to how for the license a recment (NI 6921 above), refers to the pont.

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9

NI-7640	Excerpt from copy of minutes pre-	
	pared by "erner Schmitz on meet-	
	ing with Rhone-Poulenc of 3 July	
	1941, giving, a.o., details as	
	to how the joint sales company	
	(Theraplix) should goerate,	

H-7634 Linutes of meeting held in the office of Rhone-Poulenc, 11
November 1941: setting forth complete plan concerning joint sales company Theraplix.

NI-7176 Copy of letter from Farben's Berlin Nº 7 office to the Foreign Organi-zation of N.S.D.A.P., 5 January 1942: advising, a.o., said office that, while Rhone-Poulenc was made to 28 believe that Farben takes over just 49, in Theraplix, and Faure-Beaulicu another 2, in fact Farben did take over 51; Faure-Deaulieu being its trustee.

NI-7179 Confidential letter from Oberfinanz-praesident Berlin (Foreign Exchange Control Board) to Farben, 5 January 30 granting license for Farben acquiring 49, in Theraplix in its own name, 2 in the name of Faure-Beaulieu.

NI-1119 Copy of note from German Armistice Delegation for Economy (signed Hemmen) to the President of the French Delegation at the German 32 Armistice Delegation for Economy, 5 June 1942: advising him, a.o., that Farben takes over 49 in Theraplix.

NI-1933 Letter from German Armistice Deleration for Economy (signed Kegel) to Foreign Office, 18 June 1942: advising the Foreign Office, a.o., that Farben's real participation in Theraplix is 51 ..

MI-3370 Letter from French inistry of Finance to ir. 38 of Ehone-Poulenc, 3 July license tranted by the French ministry to Farben in order to acquire 49 an Theraplix. Attached to the letter Theraplix agreement between Bayer (signed Hann/Bruccemann) on one side, and Rhone-Poulenc and Specia, on the other side, dated 19 February 1942, in German and French.

(0)

NI-	6538	Affidavit by defendant Hann, 21 April 1947: on the Phone-Poulenc agreements,	44
ni-	6371	Affidawit by B& (General Hanager of Rhone-Poulenc), 26 April 1947; on the Rhone-Poulenc agreements.	49
NI-I	0544	Second Affidavit by B8, 1ugust 1947, on the Rhone-Poulenc acres- ments, particularly with reference to the part played by Faure-Beaulieu.	51
NI-	3754	Afficavit by Hemmen (in 1940 Presi- dent of the German Armistice Dele- gation at "iesbaden), 3 May 1947: describing the way payments to France were made after the armistice of 1940.	53
NI-6	978	Judgment of the French Tribunal de la Seine of 15 October 1945, affirmed by La Cour d'appel de Paris (appellate Division) on 4 June 1946: declaring nil and void all agreements entered into, during the German occupation, between side, and Farben, on the other side.	36
NI-9	592	Statement by .r.C.Gerthoffer, Deputy Prosecutor of the French Republic at the Tribunal de la Scine, aut- honticating the aforementioned judgment (NI-6975) and stating that it is no longer subject to appeal.	68

TRANSLATION OF DOGULET WC. NI- 10397 OFFICE OF CHIEF OF COUNSEL OF WAR CRIES.

Translator's note: handwritten note: See B2 II. (Mann's initial)

DAYER

9 January 1941

To: Hanagement of the firms Rhone-Poulenc and Specia

Paris (8c) 21, Aue Jean Goujon

We received through H. Faure-Besulieu the signed agreement, with some slight alterations hade by you, and can inform you today that we agree with the changes you hade in articles 1,5 and 7. We should, however, like to discuss the questions in connection with articles 6 and 7 with you at the projected meeting in Golomas and/or Leverkusen.

But we too have to take one more change - to be exact, in the third paragraph of the preamble, where reference is made to the old conventions mentioned at the beginning of the agreement. Here we have deleted the words "d'accord avec les authorites allemandes" (in accordance with the Ger un authorities) and that for reasons similar to those expressed in the fourth paragraph of our letter of 13 December 1940. This deletion in no way affects the fundamental statement declaring the old agree ents contioned mil and void.

With regard to the changes made by both parties we succeeded in obtaining in the meantime from the competent German ministries the approval of the German text submitted to us, and request you to try also on your part to take steps to speed up approval by your competent authorities, so that the approval can be but into effect as soon as possible.

It is indispensible for us to conclude the agreement in a legally binding form in German. Inclosed you will find two copies drawn up and signed by us, of the German version which couplies with your wishes

Page 2 of original

regarding articles 1,6 and 7 and the afore centioned delation made by us, and request you to sign one of the two documents and return if to , us by way of it. Thure-Beaulier. To declare in this connection that we acknowledge your French text to be a Verbatim reproduction of the German wording.

Because of our changer, ange 1 of the expectant must be replaced in the two French comes sent to us. We therefore request you to rewrite make 1 and to send us two comes initialed. We shall immediately return to you one comy of make 1 initialled by us. TRAUSLATION OF DOCUMENT NO. UI- 10397 OFFICE OF CRIEF OF COUNSTL OF WAR CRIMES (cont'd)

We look forward to your intended visit and hope that you have already been able to accept one of the two dates we suggested to you.

te should welcome it if the renewed oral contact between us should lead to a further colleboration as suggested by us.

Yours very truly

"BAYER"

I.G. Farbenindustrie Mationgesellschaft

signed: Stamp V.R. Mann Signed: Dr. Brueggemann

entrepartments of TRAFSLATION occurs to the translations

I, Yona A.M. Macleod, NEP 34378, hereby contify that I all thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI -10397

12 -ugust 1947

0

lona a.H. Hacleod

TICKSLATION OF DOOUSEND NO. NI-7647 OFFICE OF CHIEF OF SOUNSEL FOR TAXA CATLES

40

Bocietes des Usines Chiniques R H O N D - P O U L E N C Paris, 13 January 1941 21 Rue Jean Goujon (VIIIe)

Administration No. 240

13/00

Dear Sirs,

Inclosed we return to you one copy of the German agreement sent us in your letter of 9 January 1941, initialled and signed, as well as the first page of the two French copies, modified in accordance with your wishes.

We did not wish to renew our discussions and thus delay signature of this agreement in the form sent to us - i.e. with the words "in agreement with the German authorities" deleted.

We have, in fact, confir ed in that same letter written by you on 9th January 1041 that "this suppression in no way altered the fundamental declaration according to which the former contracts had become invalid".

The attach enormous importance to such a statement, for the destants made by you and the agreements which we finally signed were closely connected with a statement on your part regarding the opinion of the German authorities, in particular on the resultation of trade marks and the breaking of former contracts.

We understand that the German authorities have and pressed a wish not to be cited in the text of a private contract, but that their opinion is still the same as when you described it to us; and this was an important factor in our decision.

He, on our part, shall submit to our Government the text of the agreement in its final form.

SOCIOTE DES USINTS CHILIQUES RECAT-

By order

. 50

Handwritter remark (in Gardan):
Official confirmation, cleared with Consul General Hann and
Dr. Bruegge man, without entering into details.
Berlin, February 6, 1941
(initials) Grobel

CERTIFICATE OF TRANSLATION OF TRANSLATION

I, Long L.M. Locleod, MTP 34387, hereby certify that I am thoroughly convergent with the English, French and German languages and that the above is a true and correct translation of the Document No. NI - 7647.

| August 1747 | Long 2.... Incleod-LEP 34527

I.G. LEVERTUSEN Patent Department

To Professor Dr. Hoerlein Director Dr. Brueggemann Consul General Mann

Handwritten note: Director Grobel Prokurist W. Schmitz

Translator's note: initials of Mann, Schnitzler and Schnitz

Your Reference Your letter of Our Reference Date Re/Sr. 10 February 194

Subject: Patent protection for pharmaceutical inventions in France.

Perben's Political Economy Department (Mirtschaftspolitische Abteilung) informed us some time ago that the report which we had compiled concerning the above question would now be submitted to the Foreign Office. The Poreign Office wants to pass it on to the German Armistice Delegation, which in its turn will submit it to the French.

The Political Economy Department emphasizes that this information is to be considered as confidential.

PATERI DEPARTMENT

(signature) Redis

CERTIFICATE OF TRANSLATION

I, Lone A.H. Hacleod, HEP 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Fol HI - 7637.

19 August 1947

(3)

Hona A.H. Hacleod

ERRATA SHEET

Page 3 of the translation of document No. NI-8611 signature should read:

Yours faithfully,

"Bayer"

I.G. FARBENINDUST RIE AKTIENGESELLSCHAFT (signed) HOERLEIN (signed) MANN

Certified : ne varietur

(signed:) C.Gerthoffer

(signed:) Michel Habih

M.Bo.

Errata sheet prepared by:

JOHN J. BOLL U.S.Civilian AGO No.A-444412 "BAYER"
I.G.FARBINIUDUSTRIE A.G.

LEVERKUSEN - I.G. Torks, 28 March 1941

DIRECTION

To the

Hanagement of the Firms Rhone-Poulenc und Specia, 21, Rue Jean Goujon, Paris (8c)

In reference to the conversations which took place on 25 and 26 February 1961 with hesses. Grillet, Bo and Barral, we hereby confirm the following a reements with respect to a future collaboration between our two firms, based fundamentally on the idea of reciprocity.

The two partners undertake to make all those products mutually available which are brought out after the effective date of the present agreement and they agree that such products shall be put to explusive exploitation on German or in French markets respectively; accordingly, Rhone-Poulane acquires the right to sell such products in France, its colonies and protectorates, whilst, on the other hand, "Bayer" acquires the right to distribute (vertreiben) those products which it takes over in Greater Germany and the German possessions. The sale of products in the case of Reone-Poulane outside of the French territory and in the case of "Bayer" outside of the German territory may only be considered if a special agreement is made for separate products for a specific country outside of the

Should one of the partners take the product of the other for exploitation, a minimum sales-volume to be reached after a cor ain period of time (3 years), shall be fixed by mutual estimate. If it appears in the course of t is period of time, that this minimum sales-v lume will probably not be reached, the experiences pained through the distribution (Propagierung) of such product in other lands will be exchanged for the purpose

of seeking further ways and means of increasing the salesvolume of the product. Should this also be unsuccessful, the firm assigning the license can demand the return of the license and freedom to dispose of the product in the territory designate by the license (Lizenzgebiet).

The mutual obligation to offer new products covers all proporations independently of whether they are protected by patents or not.

ment of the products for sale in their respectively reserved territories. 10% of the ross sales-volume is considered as a normal royalty. In special cases, at the request of one of the partners another r to can be fixed. In the case of patented products this royalty is to be paid throughout the duration of the patent and in the case of non-patented products for the duration of 15 years, reckened from the date, on which the product is commercially exploited.

At the end of this period the assigner of the license has the right of election either to continue the payment of 10% royalty-fee or the special rate respectively, or to change to a 50% license-rayalty from the net-profit.

The payment of licenses will take place as long as the respective product remains on sale. The settlement of accounts and transfers will be effected on a quarterly basis at the end of each calendar quarter on the submission of an account for each product.

Should one of the partners develop a new product in his laboratories and decide to put it on the market (Ausbietung), he is under the obligation to inform the other partner in good time of all the data, in order that the latter on his part can arrange for immediate clinical experiments and in order that a prompt commercial exploitation may be guaranteed to ensure priority also in the country of the other partner.

Dioneer work in a certain field and the oth r partner through further research discovers variations of the proparation concerned which represent, indeed, an improvement, but which depend on the same effective atomic grouping (active nucleus) and which cover the same field of data, the original producer of the pioneer product shall continue to have prior rights also with respect to the exploitation of the new product in world business Substantially new indications overthrow this principle.

The duration of the agreement is fixed to begin with at 50 years. On those products which, at the time of the termination of the present agreement, are subject to payment of license-royalties, the license-royalties agreed upon above are to be paid even after the termination of the agreement, as long as they are put on the market by the firm to which the license is assigned.

These arrangements shall become effective upon your written confirmation.

Yours faithfully,

"Bayer"

I.G. Forbenindustrie Aktiongosellschaft Signed

USFET 482

Certified : no varietur

signed: C. Gorthoffer

Michel Habib

H. Bo.

- END -

CERTIFICATE OF TRANSLATION

I, Dorothy E. Plummer, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NI-8611.

DOROTHY E. PLUMMER

June 4, 1947

0

Conference with Rhone-Poulenc and Specia in Paris

on 23 and 24 May 1941

Initials:

The following were present:

Grillet) Rhone-Poulenc/ Schmitz) "Bayer"
Bo) Specia Brock)Leverkusen
Barral) Paris. Krantz) or Paris.

Faure-Beaulieu, Paris.

At the beginning of the conference I conveyed messages from our head management in Leverkusen and especially the message received from Consul General Mann and Director Dr. Grobel, expressing regret that they had at the last moment been prevented from attending.

The starting-point of the present conference was Rhone-Poulenc/Specia's latest proposal (see record of the Schmitz conference in Paris on 29 April) that they should take over on license the whole range of the so-called "Produits moyens" - i.e. the line we sell in France today. I did not conceal from Rhone-Poulenc/Specia the fact that their proposal - as already stated in the time - had disappointed me, since they must have realized from our earlier discussions that we had never intended to hand over our "Bayer" interests in France unless this was compensated by their being secured in some other way. I further explained that we on our part regarded the idea of "collaboration" as involving something much more intensive and not entirely commercial. The reaction which these remarks produced in Rhone-Poulenc/Specia was surprisingly slight, which leads me to assume that they themselves had realized in the meantime that their suggestion with regard to taking over the license was both inadequate and unpractical. In any case, our two Paris representatives had already given them to understand, in the course of conversations held in the interval, that we would

(Page 2 of original)

scarcely welcome this method of co-operation. In any case Rhone-Poulenc/Specia listened to my comments without making any attempt to defend their project, either in the form suggested or with modifications.

In accordance with the directives given to me in Leverkusen for the negotiations, I referred again to the old plan of giving "Bayer" a financial participation in Rhone-Poulenc/Specia and asked whether we might still expect to receive the written comments which the French side had so far failed to produce. Mr. Bo, as spokesman, gave me to understand that although the idea that economic interrelationship was essential had gained ground in France too, the two French firms still found themselves compelled to refuse. They believed that a dangerous reaction was to be expected in every respect and that the time was not yet ripe for such a step. I had the impression, however, that their resistance to this plan was due less to their own dislike for the plan than to their dislike for and fear of complications with the authorities with their employees and above all - with their customers;

(Our agreement on aspirin, our visits to Rhone-Poulenc/Specia and the French gentlemen's trip to Germany have already given rise in Paris to the rumour that Rhone-Poulenc/Specia has been "sold" to "Bayer".)

In view of the unaccommodating attitude of the French gentlemen, I did not insist further on the question of participation, but I have a feeling that the final word on the subject has yet to be spoken.

The rest of the proceedings concerned the establishment of joint sales company (51% "Bayer": 49% Rhone-Poulenc/Specia) for our present French line of products and a certain number of Rhone-Poulenc/Specia's products. This project had also been discussed in advance at Leverkusen. The management of the company was to be transferred to a President of French nationality and acceptable to us. While our earlier negotiations on these lines had also met with resistance, the French gentlemen this time joined in the discussion in a way which was favorable in every respect. On several occasions during the discussion they

(Page 3 of original)

voluntarily offered suggestions for the solution of individual questions. It was gratifying for us to observe in the course of this discussion that the contact made on several occasions, in addition to our attitude, which the French side had in the meantime admitted to be thoroughly loyal, are beginning to create an atmosphere of confidence between us which helps to smoothe out even difficult negotiations. Mr. Grillet, for instance, originally wanted a 50:50 division of capital, according to the principles of parity and as actually stipulated in Agreement 2. My reply that we were for the time being the party offering the agreement, was applauded; and Mr. Bo then took my part against Mr. Grillet, so that the French gentlemen finally consented to the establishment of the company in the form proposed by us. The reason for this unconditional and unexpectedly speedy agreement to the joint establishment probably lies in the fact that the Frenchmen were opposed to our wishes in regard to participation and regarded these joint firms to some extent as the lesser evil, especially as no real sacrifices are expected of them. In addition, the fact is slowly beginning to dawn on leading French economic circles that it is not even necessary to wait until Germany has won the final victory in order to replace old economic practices by new ones on the German model.

After agreement had been reached in principle on the questions of establishment and participation, the second part of the d'ecussion was centered on single points which emerged as the lirst and most important in the course of the discussion on the way in which the new company was to work:

Profits of the Company.

Mr. Grillet urged the necessity of making as high a profit as possible in order to guarantee the independent existence of the company and give it "dynamisme". He said that he did not believe in restricting the distribution of profit in France, either now or in the future. He proposed that the delivery firms should invoice goods supplied to the new company at only the price ex factory, plus a certain percentage to represent the profit (20% was mentioned) in order to leave the difference between this and the selling price as gross profit for the company. This large profit was particularly necessary in the early years in view of the structure of the organization and the work involved in introducing it. I raised objections to this, as the situation may change with regard to the

(Page 4 of original)

increased turnover expected may change in a few years' time and as there are also other objections to this - questions of taxation, for example, which may come to play a very large part, especially later on. In addition, I stressed the point that in this company the "Bayer" participation will in the meantime be the larger, so that Rhone-Poulenc/ Specia would receive a profit to which its 49% did not entitle it. Should the company have losses in the first few years, they could be carried forward and written off against later profits, or else a propaganda subsidy could be granted.

No definitive formulation was arrived at and it was decided to conclude the discussion at a later date when the form in which the company is to be established has been more precisely determined.

Introduction of Products

The part to be introduced by "Bayer" is clear; it consists of:

- 1) The products belonging to the line at present sold in France, such as Salvarsene, Vitorin B l. admitted under Agreement l etc., a special ruling will be made. The sale of the double preparations "Bayer"-Merck, which had a particularly good turn-over with "Bayer" in France, must likewise be considered.
- 2) The preparations of firms on friendly terms with "Bayer" (Homburg, Curta, Drugofa, Hellco, Chemosan),
- 3) The products mentioned in Agreement 2, which have not reached the required turnover in three years and therefore fall to "Bayer" again.

TRANSLATION OF DOUMENT NO.NI- 7635 COMEID Rhone-Poulenc/Specia, who appreciate the fact that we have made this far-reaching decision to hand over the "Bayer" business in Frence, declared that they on their side were willing to introduce into the new company from their own line a number of products which would realize the same turnover. These could not be listed in their intirety during the discussion, but Hessrs. Bo and Barral will make out the list as soon as possible and

In the second place, Rhone-Poulenc/Specia will introduce products which they have already worked out in their laboratories but have not yet brought out under their name.

In the third place, Rhone-Poulenc/Specia could hand over to the new company the products which "Bayer" is to offer Rhone-Poulenc/Specia under

(page 5 of original)

Agreement 2, but in which Rhone-Poulenc/Specia are not interested for reasons connected with production and which can therefore be delivered to Leverkusen in bulk factory.

So that the new company may also have a manufacturing basis in France, it is intended to try as soon as possible to acquire a small or medium-sized laboratory which is already established, The products turned over out by it will then be considered the joint property of "Bayer"/Rhone-Foulenc/Specia. Mr. Bo thinks that he will seen be able to submit proposals for this.

(We also have an interesting offer regarding the acquisition of or a participation in Societo Le Salvoxyl S.A., Paris and Tours see enclosed memo on the subject).

Range of operations; of the new company;

- 4 -

submit it to us.

With regard to the products to be introduced by "Bayer", it is clear that the area in which they are to be sold cannot extend boyond France, its colonies and protectorates. The French side raised no objections to this. The position is different in the case of Rhono-Poulenc/Specia products, where the French side has still to decide whether it wishes to retain the special products to be surrendered from its line of production for export on its own. account or whother it will agree to the setting up of an export department inside the new company for this purpose. The latter alternative is preferable in view of the fact that products must be purchased jointly from other French companies.

Mamo of an and trade names.

me has still to be found for the firm. It must be short and easily remembered; in this connection reference was made to "Francolor", which proved to be an extremely happy choice.

There was general agreement on the fact that the trade names "Specia" and "Bayer" would have to be dropped by both parties and a new trade name found. This is especially necessary for the

TRANSLATION OF DOCUMENT No.NI-7635 CONT'D.

sale of "Bayer" products, which Rhone-Poulenc/Specia think will have very much better prospects if they are put before the French public under French colours. The large number of products for which they applied for licenses - which we refused - shows this. Although the new company's line of products will leave doctors and public in ne doubt of the fact that close co-operation exists between "Bayer" and Rhone-Poulenc/Specia, the French side still thinks that they will soon accustom themselves to the idea and overcome their initial inhibitions.

The products must retain the same names as hitherto, as it is impossible to change the names of more than a hundred proparations which have already been introduced into the market all of a sudden(present consumers, shortage of good names of our own, international literature on the subject etc.)

Organization and Personnel.

An entirely now organization is necessary for the now company. The present "Bayer" organization can be used as a basis. Those-Poulone has no objection to its incorporation in the new company. There will be no difficulty in having a German representative in the management.

Krantz. hir. Brock is in every respect the most suitable person for this job, as the fact that he has become so well acclimatized to the Paris milieu during his long term of service is surely a guarantee of friendly and profitable co-operation. Mr. Krants on the other hand has always regarded his assignment in Paris as being of a temperary nature and is perfectly agreeable that we should recall him or employ him somewhere clse.)

Form of the company,

form for the company would be that of an Aktiengesellschaft and would only advise the formation of a G.m.b.H. in France if some special reason made it impossible to form an A.G. As no final decision on the subject can be made at the present conference, it was agreed that Mr. Faure-Beaulieu and Mr. Be should make a joint exposé dealing with the establishment of the company and that this should be submitted to Leverkusen at an early date. The sum of ten million French francs was proposed for the capital of the company (Mr. Grillet) in view of the expected turnover, which is estimated at fifty to sixty million france in three years' time.

At the close of the meeting the President of Rhone-Poulone - Horr Buisson - appeared to great those present. After being informed of the course of the discussion he expressed agreement with the resolutions taken.

(signature): Schmitz.

Leverkusen, 28 May 1941. Schm./Sch.

TRANSLATION OF DOCUMENT NO.NI - 7635 CONT'D.

CERTIFICATE OF TRAUSLATION

I, HOHA A M. HACLECD, HEP 38347, hereby certify that I am thoroughly conversent with the English and German languages and that the above is a true and correct translation of Document No. NI-7635.

4 October 1947

MONA AM. MACLEOD MEP 39347.

(END)

TRANSLATION OF EXCERPT OF DOC.NI - 7636 # OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

(Stamp): To Consul General W.R. Mann (handwritten): 2 June (Initial) Grobel.

Conferences in Paris on 23, 24 and 26 May 1941.

During the discussion held on 23 May with Rhone-Poulenc/Specia concerning the projected establishment of a joint company and at the meeting had on the morning of Mednesday, 24 May, as well as during discussions with M.Feuro-Bonulieu and Dr. Kremer of Sopi, the questions handled included some concerning our previous agreements with Rhono-Poulonc/Specia and our future interests in France.

-A receiont No. 2 on new proparations to be brought out.

Agreement Mo. 2 concerning the nutual obligation of the parties to submit new proparations to each other, lays no restriction on the nature of the products covered by the agreement, so that in its present from this agreement covers all the products sold under the name of "Bayer". As, however, we are interested in excluding from this agreement the products mede by departments D and E and the technical items made by department DA, the agreement must be restricted in such a wey as to cover only phermaceutical products ad usun humanum.

to Rechtsabteilung 13 June 46

(handwritten

note):

Yes

(Initial):

innn.

I explained this point at the conference held on 23 May and Rhone-Poulenc/specia agreed without further argument to restrict our Agreement No. 2. Though Herr Bo did not consider it necessary to commit this restriction to writing, it is advisable to send a suitable letter to Rhone-Poulenc/ Specia to supplement Agreement No. 2. In any case, I informed the gentlemen of Rhone-Poulenc from Leverkusen that they would receive such a letter.

Consent of Vichy government to Agreement Ho. 2.

I inquired as to the position and was informed that no written consent had so for been received from the competent office of the Vichy government, but that Horr Bo had received verbel assurances that Vichy would sanction Agreement No. 2 as well. (pero 2 of original)

To Loral Doportment 13 June 1941.

At one of the most recent conforences with the competent official in the French Ministry this gentleman pointed out to Herr Be that there is a discrepancy between the two represents No. 1 and No. 2 - namely, that Agreement -ochterbteilung No. 1 lists the French mendated territories as also included in the agreement, whereas no mention is made of them in Agreement No. 2.

> (Agreement No. 2 being valid for the future only, of course we intendionally emitted the mandated territories when drefting the text, as they certainly will not exist after the wer) .

TRANSLATION OF EXCEPPT OF DOC. WI-7636 CONT'D.

its colonies, protectorates and mandated territories.

As you know, Agreement No. 1 has restored to us the right to put the malaria preparations on the French market again, while Rhone-Poulenc/Specia are not permitted to export parallel products. In a letter of 17 April 41, which we have so far refrained from answering, Rhone-Poulenc requests us not to make use of our right to import these products into France etc. again, and to abide in this case also by the principle of reciprocity as defined in Agreement No. 2. I promised the gentlemen our comments in writing.

(page 9 of original)

(Signature): Schmitz.

Leverkusen, 29 May 1941 Schm/Sch.

CERTIFICATE OF TRANSLATION

I, HOMA A.H. MACLEOD, MEP 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the excerpt of document No. PI - 7636.

29 Scotember 1947

HONA A.H. MACLEOD HEP 34387.

(BHD)

TR NSLATION OF EXCERPTS FROM DOCUMENT No.NI-7640
OFFICE OF CHIEF OF COUNSEL FOR TAR CRIMES

Negotiations with Rhone-Poulenc/Specie, Paris.

Leverkusen, 3 July 1941.

Present: Prof. Dr. Hoerlein Generalkonsul W.R. Mann Dir. Dr. Brueggemann Dir. Dr. Grobel Dir. Dr. Mertens Leverkusen W. Schmitz Dr. Riebeth Dr. Willerding (part of the time Dr. Nietzsch F. Brook Paris M. Boe aris Viaud Clouzeau Faure-Beaulieu

In return for Bayer's undertaking to renounce working on the French market, the far reaching significance of which action is recognized and appreciated by I'r. Bos, Rhone-Poulanc will bring into the new joint-company in France as mentioned above, the S.A. Theraplix. The Theraplix is well known to us as a firm of good standing, with a good range of products, whose present annual turnover is about Ffrs. 25 millions, and who during the past working year was able to show a net-profit of Ffrs. 4 million The new company to be created by curselves and Rhone-Poulenc/Specia, will retain the name Theraplix and the shares will be gratuitously ceded to Bayer at 49%, also a further 2% is ceded to Mr. Faure-Beaulieu likewise gratis.

(page 2 of original)

For this transaction, however, a Foreign exchange permit to be issued by the French authorities is required, which Mr. Boe will endeavor to obtain as soon as possible.

/ memorandum covering further conditions for the foundation of the Company, as well as the transfer of shares etc. will be drafted by Mr. Boe with Mr, Faure-Beaulieu and forwarded to us.

TRANSLATION OF EXCERPTS FROM DOCUMENT No.NI-7640 CONTINUED

(page 2 of original cont'd)

The company's management shall be undertaken by a French president, Mr. Faure-Besulieu, as soon as the envisaged legal preliminaries (Pharmacist Legal Code) are drawn up.

In accordance with our proposal the ecientific menagement of the new Theraplix, shall be in charge of a Frenchman, while Nr. Brock will menage the commercial department. The latter is to be assisted by a "brokurist" of French nationality, who will contact Government Offices, official agencies ste., and who, to outward appearances will be a commercial representative.

Payer will bring into this Company its entire range sold so for in France, in addition to those Bayer products, which until now have been offered in Germany but not in France; details have yet to be worked out for parallel products to the Rhone-Poulenc production.

Moreover, Bayer will bring in the products of Curts, Drugofa and Hemburg, and in this connection it is planned to produce the more important of these products simultaneously.

The individual products to be introduced by Phone-Poulenc/ Special have not yet been determined. Detailed suggestions regarding these will follow from Paris.

The firm of Theraplix, which has its offices in Rue Sevre, possesses excellent modern installations and is able to process and put on the market the products of both parties delivered either in the loose or made up form.

"ith reference to prices, a non-committal agreement was arrived at, to adopt the principle suggested by Mr. Grillet, namely, both parties undertake to supply Theraplix at a normal calculated cost price, plus a certain quota, provisionally fixed at 50%.

As soon as the total range of Bayer products is transferred to the new Company, the latter will make arrangements to start production on as large a scale as possible; naturally in the beginning, only our most important preparations will come into question.

For instance, at present, such preparations as Cyren and Devegan would come into question. Both have a splendid record in Germany and the apparatus required for them is of modest dimensions.

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-7640

CFRTIFIC TE OF TR USL TION

26 September 1947

I, Victoria OFTON, ETO No. 20 129, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No.NI-7640.

Victoria ORTON ETO No. 20 129 TRANSLACION OF DOGULE T NO. NI - 7834 \
OFFICE OF OFIRF OF TOURSEL FOR MAR
ORIGES

Paris, 12 Fovember 1941

DISCUSSICIS

held on Rhone-Poulenc's premises in the horning and afternoon of 11th November 1941.

(two initials)

Phose present were:

Consul General Hann
Dr. Krebs, Director
Dr. Grobel, Director
Werner Schmitz
Josef Schmitz
P. Brock

A. Paure-beaulieu?
President A.Buisson
Lonsieur M. Grillet
Lonsieur Bo
Lonsieur Barral

This reference to the planned company to be organized by Bayer and Rhone-Poulenc jointly, the conferences resulted in agreement on the following points:

Articles_of Incorporation and Stockholders_ (Besitzverhaeltnisse)

The firm of THTRAPLIX will as from 1st January 1942 be in joint hands of the firms of Rhone-Poulenc and Payer, each holding 49% of the stock capital, with ir. Faure-Benulieu constituting a third group holding 2% of the capital.

Mhone-Poulenc will, for its own protection, take over the purchase negotiations and have the necessary investilations into existing assets and liabilities made by an expert; in respect to Bayer the purchase

(bage 2 of original)

price will be fixed at 11,000,000 French france, whereby the difference between the stock cantal of 5,000,000 and the purchase price - i.e. 8,000,000 French francs - will be debited to the three groups of stock holders in proportion to the stock held by each.

In view of the new taxes which will come into force on 1st January 1942 (higher rate of taxation on increases in stock capital: tax to be raised from 0.25; to 3.25;), a general testing of ThinkPlix stockholders will be called intedactely. This meeting must vote two increases in capital at one session: firstly, an increase from 5 to 10,000,000 Fr. francs and, secondly, an increase from 10 to 50,000,000 Fr. frs. The second increase up to 50,000,000

TRANSLATION OF DOGULIE FO. HI - 7834 OFFICE OF CRIEF OF COURSEL FOR WAR CRIES (cont'd)

Fr. frs. is herely a precautionary measure to allow us to take advantage if necessary at some later date of the new low rate of taxation still valid at present. A resolution will be taken to limit the real amount of this second increase to 30,000,000 Fr. frs. in the meantime. The target groups of stockholders are therefore called upon to raise the 50,000,000, plus the above—mentioned difference of 6,000,000 in the purchase price, and will be responsible for the following sums:

Bayer _____ Rhone-Foulenc ____ Faure-Deaulteu

49% 2% 2% 2% 17,840,000 Fr. frs. 720,000 7r.frs.

As soon as the Verwaltungsrat has had the necessary resolutions bassed by TMENAPLIX via the general heating, the future stockholder groups will be notified so that the necessary formalities can be attended to, the cash sums paid etc.

(page 3 of original)

Supervisory Board (Verwaltungsrat) and Control Co Livies (Ueberwachungsausschuss)

After preliminary contacts with ir. Paure-Beaulieu and II.C. Loncle and following a preliminary discussion between Paure-Beaulieu and Rhone-Poulenc on 10 November, various details were settled in regard to the composition of the Supervisory board and Control Condittee. At the final discussion with Thone-Poulenc at the meeting held on 11 Yovember these questions were regulated as follows:

The Supervisory Board of the new TVIMFLIX will consist of S members, five of whom (i.e. lelf plus one), in accordance with the Abothekergesetz (haw concerning Pier acists) of 11th September 1941, must mossess a ther acceutical diploma, while the other three need not be qualified pharmacists. The members of the Verwaltungsret will be nominated by the three groups of stockholders in the following ratio:

___Bayer______Rhone-Poulenc___Faure-Beaulieu_

2 pher acists 2 phermacists 1 phermacist 1 non-phermacist 1 non-phermacist 1 non-phermacist

Rhone-Poulenc nominates Messrs. Vaillant and Moreux as more acists and Mr. Marville as non-pharmacist.

Bayer reserves for a later date its announce ent of the names of the three members of the Supervisory Board to be nominated by itself. It is intended to nominate in. Thure-Besulieu as non-phermacist.

The two members of the Supervisory Board to be nonlnated by .r. Faure-Beaulieu have likewise not yet been definitely chosen.

7/

THANSLATION OF DOCUMENT NO.NI - 7634
OFFICE OF CHILF OF COUNSEL FOR VAR
CRITICS (cont'd)

lir. Vaillant, the member of the Supervisory Board to be nominated by Rhone-

(page 4 of original)

Poulenc, is approved as President of the Supervisory Board and Director General of THERAPLIX by all three stockholder groups.

Use is to be made of the opportunity which the law affords for the appointment of a so-called Control Committee, to which the business management of THERAPLIX will be directly responsible. The functions and duties of this Committee will be laid down in more precise terms at a later date.

The Control Committee will consist of the following members:

Ch airman:

Mr. Faure-Beaulieu

General Secretary:

Mr. F. Brock

Hember:

Mr. Barral

The business of the Control Committee will be conducted by Mr. Brock, who will be given an office in the THERLELIX premises.

Official Sanction - As far as the increase in capital, the nomination of the Control Committee and the changes in the Supervisory Board require to be sanctioned by the German occupation authorities, Mr. Brock will take over any further action. THEM.FLIX will take the necessary steps in connection with the French authorities.

Transfer of Personnel -

It is decided that personnel at present employed in the pharmaceutical department of the firm of SOPI will be taken over by THERAPLIX, with the exception of those employees whose services will still be required by Bayer,

(page 5 of original)

or who are not recommended for further employment. Details will be settled between Mr. Vaillant and Mr. Brock.

The three foreign representatives, Coffy, Winkler and Parry, were also taken over.

It is recommended that the two independent agents hitherto working for Enyer in North Africa - Lebeau in Casablanca and Note in Algiers - be taken over. They are to undergo a benevolent investigation (whol-wollen date Pruefung), especially Mr. Lebeau. Luciani, agent in Tunis, is not mentioned and will not be considered for transfer. (Payer will dispense with his services.)

articles to be sold by the new THERL.FLIX,-

The conversation resulted in agreement on the continuation of the entire line of goods at present sold by THML PLIX and the addition of the following groups of products:

the so-called Bayer miscellaneous assortment (Restsortiment)(Produits moyens).

This includes all specialities at present sold by Eayer in France. It was further agreed that the following should be excepted:

all

()

(0)

serum and vaccines; also

all preparations used in veterinary medicine,

all Bayer dental preparations,

the so-called parallel products

(Contan - Casbis - Eviparanatrium - Fuadin -

(Prontalbin - Salyrigan - Solvarsin - Spirocid (hanwritten note:

? Devigan)

(page 6 of original)

On Bayer's side the possibility of transferring the sera, vaccines and veterinary specialities as well as the entire line of dental preparations to the new Theraplix at a later date if necessary was left open.

It has been agreed that the following Bayer preparations will be included in the Theraplix selection:

Salvarsano (Theraplix reserves the right of decision with regard to Uebersalvarsano; Rayer agrees.

All the so-called double products - i.e. the products sold by Bayer on the basis of agreement with other firms, i.e. Luminal -Veronal - Vigantel - Vogan -

The firm of Edyer renounces its right to put the preparations Betaxin - Germanin and Antimalarika on the market in France contrary to the agreements in convention I.

After consultation and mutual agreement, it has been decided to remove from the list of products sold by Eager in France a certain number of products which have not commanded large sales and are admitted by both sides to be of no interest. A list of the products to be removed from the present selection will be agreed upon between Messrs. Vaillant and Brock, and Bayer will be informed.

Bayer Specialities not offered for sale in France -

Rhone-Poulenc was handed a list of the preparations manufactured by Bayer but not offered for sale in France. This list will be completed and

(page 7 of original)

presented in its final form at a later date. The decision as to which of the products on this list may be considered for transfer to Theraplix will again be made between Mr. Vaillant and Lr. Brock.

New Bayer products in accordance with convention II.

Such of the Bayer products as Rhone-Poulenc considers unsuitable

TRANSLATION OF DOCUMEN T No. NI-7634
OFFICE OF CHIEF OF COUNSEL FOR MAR
CIGHES (cont'd)

for its own line will be taken over by Theraplix, whereby it will be agreed by both sides that Dayer is empowered to recommend particular cases for better exploitation through Theraplix.

Exploitation of Bayer products belonging to firms having friendly relations with Bayer.-

Messrs. Vaillant and Brock will check jointly which preparations are to be transferred to Theraplix. Mr. Brock is in possession of the data concerning the preparations.

New Rhone-Poulenc products not exploited by Specia itself:

The decision on the transfer of these products to Theraplix will also be made by Messrs. Vaillant and B rock.

Interesting Preparations originating elsewhere -

Theraplix will be interested in these preparations likewise and the desirability of their transfer on the same basis will also be checked.

ISSUE_OF_LICENSES

For all preparations taken over by Theraplix through purchase from the contracting parties or firms having friendly relations with the latter, a license fee of 10% of the gross purchase price will be paid by THERAPLIX to the sellers.

(page 8 of original)

The license fees are payable in the same way as under conventions I and II - i.e. quarterly - with one difference, namely, that payment to account is not considered necessary. (An agreement has still to be made with the management of THERAPLIX on this point.) The fees for the preceding quarter must be calculated and paid not later than two months after the end of the calendar quarter.

A complete list of products to be sold in future through Theraplix, grouped according to the various parties granting licenses and according to Th eraplix's own products, must be sent to each of the contracting parties by the Control Committee jointly with Mr. Vaillant.

EXPORT-

The preparations transferred for sale to Theraplix by Bayer and firms having friendly relations with Bayer may be sold only in France, its colonies and mandated territories.

Other products may be exported freely. Exceptions must be regulated separately in each case.

TRADE MAIES .. NO FINIS MALES .-

The members of Rhone-Poulenc agree that in the case of preparations taken over for sale from B ayer or firms having friendly relations with B ayer,

(page 9 of original)

both the former trade name and the firm name of Theraplix shall appear. These preparations will therefore be sold under the names of both firms.

In cases where the trade name of a product manufactured by Bayer, or by a firm having friendly relations with B ayer, has been altered by mutual agreement, it is understood that the products bearing the new trade name shall be sold under the name of "Theraplix" only.

Trade names and manufacturers! names will remain in the possession of the former owner.

SUPPLY OF LICENSE PRODUCTS TO THEREPLIX .-

Until further notice the separate preparations will continue to be made in the manufacturing plants hitherto employed on them. Theraplix will be responsible for finishing them.

It was agreed that the cost price should be represented by the factory price plus 50% increase and that no difference should be made between old preparations and those which were to be taken over for the first time.

In order to have a uniform basis for calculation, Whone-Poulenc asked for the schedule which we generally use as a basis. We promised to send it to them.

PROFITABLENESS OF THERAPLIX .-

Bayer suggests managing the business so that a maximum dividend of 6% per annum is paid on the nominal capital.

(page 10 of original)

All profits in excess of this amount will be used to develop the business. All the groups participating in the conversion agree to this proposal.

CONCLUSION OF LICENSE AGREE ENT .-

The new agreements to be concluded will be worked out by the parties granting the licenses and will be sent to Theraplix. The agreements will come into force on 1 January 1942.

DURLTION OF AGREE HITS.-

The agreements will be concluded for an indefinite period. Should Theraplix be liquidated or dissolved, the parties granting the licenses will have their rights restored.

The following points, which are outside the range of the questions connected with the conversion of THERAPLIX, were also discussed:

.

HLOCKED CLAIMS OF THERAPLIX .-

Rhone-Poulenc point out that these are exclusively South American claims and must be considered as being merely frozen. Bayer agrees to assist if necessary in the realization of these claims. In the meantime, it is not considered necessary to take advantage of this offer of help.

EUROPAIN SITUATION WITH REGARD TO PATENTS .-

The existing legislation for the protection of manufacturers of pharmaceutical products, which is universally acknowledged to be inadequate, led

(page 11 of original)

Eayer to make the following proposal: An international meeting of experts in the field of patent law will be called on a private basis. Representatives of Germany, France, Italy, Switzerland and Spain will be invited to attend. It is planned to work out at this meeting a general commentary on all questions of protection by patents, which will be passed on by the various representatives to their competent government authorities.

FOREIGN CAPITAL PARTICIPATION IN FRANCE .-

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(0)

Enquiries are being made as to whether German capital participations in France in excess of 30% require special sanction from Vichy.

REMUNCIATION OF CLARES FOR PAYMENT OF LICENSES FEES BASED ON OLD AGREES ENTS.-

Enyer renounces its claim to license fees based on the old agreements between Whone-Poulenc and Bayer and accruing to Bayer from 1 September 1939 up to the date on which the new agreements come into force.

BAYER'S CONTRACTUAL AGREE ENTS IN FRANCE .-

Whone-Poulenc is informed that agreements with a French partner are in existence regarding a certain group of products. Bayer is at present endeavoring to cancel these agreements, in order to be able to fulfil all its obligations under agreement II.

(page 12 of original)

SALES OF BAYER CHEFICAL PRODUCTS IN FRANCE .-

Eayer agrees to forego its claim to sell chemical products in future in France, its colonies and mandated territories in return for a single compensatory payment of 1,000,000 French francs. Whome-Poulenc states its agreement.

DAYER - ORGANIZATION -

Hhone-Poulenc is informed that the present Pharmaceutical Department of SOPI will cease to operate as from 31 recember 1941. A new Bayer company with limited functions will be established in its stead. OFFICE UP SETTE OF COUNSEL FOR MAR CRIMES ____ (contid)

ASPRO .-_

Easer states that it has received an assignment to carry on the Aspirin trade in France, its colonies and mandated territories and that it will warry out this assignment. Bayer grants Rhone-Poulenc an option on a post-war participation of 50%, of which Rhone-Poulenc is to receive written confirmation. The Aspirin trade will be conducted by Bayer for the duration of the war.

Whome-Poulenc states that it is prepared to maintain the present deliveries of aceto-salicylic acid and Aspro.

L. SPIESS - WARSAW .-_

In his letter of 29 October 1941, Spiess offers to purchase at the price of 100 zloty per share the 1543 preferred shares owned by Rhone-Poulenc and valued at 100 zloty each.

In agreement with Bayer, Whone-Poulenc will reply to Spiess's offer by informing him that this question can only be decided by means of a personal interview. (Bayer might in certain circumstances be interested in taking over this stock and Rhone-Poulenc will be informed through Leverkusen of its decision in good time.)

CERTIFICATE OF TRANSLATION

I, Hona A.H. Macleod, MEP 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-7634.

13 August 1947

HONA A.M. MACLEOD, HEP 34387

END

I.G.Farbenindustrie Aktiengesslischaft Central Financial Administration BERLIN NW 7.

To the

Foreign Department of the N.S.D.A.P.,

Office for Foreign Trade

Berlin-Wilmersdorf

Fehrbelliner Platz.

5 January 1942

Finance Secretariate/D 6 Ez/Hn 57

Participation in a French sales corporation.

On the termination of military operations with France we were able to reach an expecient with our strongest competitor in the French market, the firm Societe dos Usines Chimiques, Rhone-Poulenc. The latter, benefiting from the inadequacy of the French patent laws after World War I, intaken to imitating a number of our products and putting the on the market. The agreement we made has led to the conclusion of a license-agreement through which the sale of a series of products has been transferred to the firm Rhone-Poulenc in France in return for license-royalties.

After the conclusion of this agreement further negotiations took place concerning the sale of the remaining products which did not cone under the first agreement. Meanwhile a union has been achieved in the sense that both we and the firm Rhone-Poulenc carry on a joint sales corporation. There is a 49% participation on each side. The capital is 50 million france. The remaining 2% will also be taken over by us but for the time being our agent in France, M. Faure-Beaulieu, will administer it as a trustee. At the beginning of the negotiations it was our endeavor to obtain an official participation of 51%. The resistance on the part of our Franch partner was, however, so great, that in order to prevent the negotiations falling through altogether we had to carry out a distribution of stock in the way which is mentioned above. The fact that M. Faure-Beaulindministered these 2% for us was not known to Rhone-Poulene and must not become known to it. We chose this form of participation after detailed discussions with the gentlement of the Economic Staff in France, and we arrived at the conviction that at the time being there is no possibility of overcoming the opposition of the French partners to a 51% participation. Nevertheless we min at making an official announcement of this defacto participation of 51% whenover there is a suitable opportunity.

The question of the proportion of participation made the problem of the business management of the new firm correspondingly difficult. Naturally as partners with an equal

(page 2 of original)

amount of stock neither we nor Rhone-Poulenc could obtain for our group any prerogative which one of the two groups might see in certain circumstances in the position of President for the Supervisory Committee. We have therefore found a solution to this by appointing M. Faure-Bonulieu as President of the Supervisory Committee, which was all the easier for us as M. Faure-Beaulieu is our agent and is dependent on us with respect to the above-mentioned 2% holding of stock. However, we have taken care that the practical work of the Supervisory Committee shall remain to a large extent under our control and to this end have appointed our employee, the German national Herr Fritz Brock, who for many years has been working for us in France in a key position of General Secretary of the Supervisory Committee.

We shall not fail to keep you informed.

Heil Hitler!

I.G.Farbenindustric Aktiongosollsci f

CERTIFICATE OF TRAVSLATION

I, DOROTHY E. PLUMEER, USFET 482, noroby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-7178.

DOROTHY D. PLULER USFET 482

22 June 1947

TRANSLATION OF DOCUMENT NO. NI-7179 OFFICE OF CHIEF OF COUNSEL FOR WAR

THE DEERFINANZPRAESIDENT BERLIN -FOREIGN EXCHANGE OFFICE-

Borlin C2, 5 January 1942," Neus Konigsti. 61 - 64 Tolophone 520014

Business hours: 9 to 13 o'clock Saturday 9 to 12

Planse quote in all correspondence:

o'clock

Subject: 10/Bo

Number: 15

Confidential!

File:

To the

I.G.Farbenindustric Aktiongesellschaft Central-Finance Administration.

Berlin W. 7 Unter den Linden 82.

Your reference: Finance Secretariate/D 6 Hz/Hh 3725

In reply to your application of 6 December 1341 to the Reich Ministry of Economics I hereby convoy to you in agreement with the Reich Ministry of Technomics the authorization 1.) for acquisition in the stock capital of the firm Societe Generale d'Applications Therapeutiques "Theraplix", Paris, which is to be increased to

> France 50,000,000 .- (in words: Fifty million Franch francs), of 495 (in words: forty nine por cont) directly and of 25 (in words: two per cent) under the name of W. Faure-Beaulieu, France,

and

2.) for transfer of the sum necessary for the acquisition of the stock, in the event of a full payment of the stock capital, to the amount of

> France 28,560,000 .- (in words: twenty-ei-ht million five hundred and sixty thousand)

through payment of the equivalent in Reichmarks into account No. 742 "Marchhandelsgessellschaft Berlin C 111" at the Doutsel Reichsbank, Berlin, for further transfer to the Reichsbroditkasso, Paris.

The present authorization will become void one month after issurace.

I further advise you confidentially, that to the extent that the money is not drawn in each from the Reichskrod-itkasse, Paris, it should be transferred to Barkleys Bank, Paris, or to the Westminster Foreign Bank, Paris. A direct TRANSLATION OF DOGUMENT NO. NI-7170 CONTID

transfer from the Reichskreditkasse, Paris, to another French bank must under all circumstances be avoided.

Please inform me in the event that the present authorization be utilized.

In addition it is requested that you submit a report on the execution of this project. Attached to this report there should be a balance sheet of the French firm. Furthermore the report should contain the names of the leading personalities in the French enterprise.

By order

Signature Illeg..ble

Stamp of the Oberfinanz-Praesident Berlin Nr. 25 (Foreign Exchange Office)

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-7179.

23 June 1947

DOROTHY E. PLYMERER. USFET 482 TRANSLATION OF DOCUMENT OF LOS WAR OF LOS OF CHIEF OF COURSE WOR WAR OR LESS

or an Arministice Courission for Homoric Fatters Nol. 1.10. 5027/42 P

Ports, 5 June 1942

For the Chairman of the French Delegation at the Govern Arministic Johnselon for Economic Menters

Former of the Bank of France

Wir. Ghairman,

- (

This is to inform you, that agreement has been reached . on the rollowing metters:

1.) We Tallwolle- und Kunstseidenring G. L.b.H., Borlin, will perviolate in the increase of capital stock of the France Rayonns from firs 200 to fire 400 Hillions, with 86%, and thus will take new shares in the amount of firs 86 Hillions.

n the basis of existing a rectents, France dayone will new the Zellvolls- up Kunetseldenring G.D.b.K., It rlin ffre. 24.75 fillions as reinbursement for expert advice transferred to France by way of the German-French clearing roce are.

- F.) The first "Reyer-L.G. Farron Industrie" Loverbusen, takes over 49% of the share-capital amounting to firs 50 Millions of the first "Thereolix", Paris. Was actualent, amounting to firs 24.5 All fons will be true ferred to France by way of the Germa -Prench electing procedure.
- 5.) Insolar the one thion of organization cont is settled in such a way at to enotice for transfer is fiver of Garany, we amounts need in 1 and 2 shows will be excited retrocatively to that transfer.

 Very body yours,

spanns: Foe Fol IIa 87.85/42 signed: FFF EN 332700 Chairman

CERTIFICATE OF TRANSLATION

I. Themset Love, Civ. Mo. R-597927, hereby certify that I am a duly amounted translator for the German and English languages and Lat the above in a true and correct translation of the Good sent No. III-1119.

Ernest Love Civ. Fo. 3-897927 TRANSLATION OF DOCUMENT No. NI-1933 OFFICE OF CHI F OF COUNSEL FOR WAR CRIMES

JF 1227

Received 24 June 1942

(pencil note) Main Office for Politics (Ha Pol) IIa

GERMAN ARMISTICE DELEGATION for Economics Wiesbaden. Paris, 17 avenue d'Jene 18 June 1942

Dol.Jo.Fo 3890/42 P

Subject: acquisition of Participations
2 copies of report

(Stamp)

Foreign Office Ha rol II a 3122/42 Received 25 June 1942

(Pencil note) not received in the main office I herewith enclose copy of my note dated f June 1942 Del. Ec. No 3827 - and the corresponding note of the French
delegation dated 10 June 1942 - No P 749/DE - in the French
wording for your information, The French government has sanctioned
by that exchinge of notes the participation of 2 German firms in
French firms. The following cases are concerned:

 Participation of the Zellwollo - uni Kunstsoilenfing G.m. D.F. Juellwool and artificial slik ring G.m.b.H.) in the France Seyonne.

The rance Rayonne in which all the French artificial fibre manufacturers, with the exception of one small plant, are combined has been established for the purpose of providing a joint dir ction of purchase, production, and sale and apart from that will erect joint cellwool pleuts in cooperation with the labor staff of the councillor of state (Stantsret) Dr. Wolther SCHIEDER, The share capital in which the German perties interested had already had a share of 33,0 how been increased at the request by the Germans from French fra 200 mill to French fra 400 mill. In order to maintain the Bernan participation of 355 which safeguards a strong German influence on the French production of artificial fibro, the Zellwolle - und Aunstseidenring G.m.b.H. had to take over shares to the value of another fire 66 mill -M 3,3 mill which are the subject of the exchange of notes.

To

332693

the Foreign Office

(pencil note) Sc -13- Franco

Signature: KEG L

(page 2 of original)

Participation of the Parer - I.G.Ferben-Industrio in the Theraplix.

This concerns the establishment of a joint sales-corporation of the German firm of HAYER and of the French firm Rhone-Poulenc for the purpose of which the firm Theraplix (capital French frs 5 mill), closely connected to the Rhone-Poulenc, was used. Officially the German firm takes over 49% of the Theraplix capital (i.e. ffrs 24,5 mill - EM 1,325 mill) whereas another 49% remain in the hands of the Rhone Poulenc, and the rest of 2% is transferred to the possession of a joint trustee. In fact, as I was told in strict confidence, also those 2% are actually at the sole disposal of the firm HAYER which thus practically is getting held of 51% of the capital and thereby controls the French interprise. By that participation a close cooperation are a communion of interests of the two bismenufacturing firms have been safeguerded in the interests of the German economy.

Payment of both the participations will - with the exception of a partial amount as far as the France Rayonne is concerned, which will be set-ord against credit balances - by way of transfers through the German-French clearing; whilst possible German claims for transfer of assets on account of the Occupation Costs Readjustment Legulation will be taken into account, at present the French government on principle refuses any further cossion of participations if transfer of assets, as provided for about a year ago on the occasion of the Occupation Costs Resijustment, are taken into account. It has, however, in spite of that agreed to such an arrangement as regards the two cases in question on the strength of our erguments and considering the fact that a very close interlacement already exists between the German and French firms involved and that a further deferring of the implementation of the participations in shares was declared to be unwarrantable from the German point of

(page 3 of original)

The salction of the Reich Ministry for Economics and of the competent foreign exchange control-bureau to the transfer of the amounts to Irance has already come through.

For: signature:

333595

TRANSLATION OF DOCUMENT No. NI-1933 CONTINUED

(page 4 of original)

Dorlin 27 June 1942

To Main Office for Politics (Harol) IIa 3122

1.) To:

a Commissioner for the Four Year Plan c/o Ar.A.L. GREMSCE

b Reich Ministry for aconomics

c Reich Finance Ministry

d Board of directors of the Roichsbank

-each separately (collective address)
advisor Secretary of Legation KaGEL

In the first part of the month of June an exchange of notes took place about pertaining to the participation of the "Zellwolle - und Kunstseiden G.m.b.H." in the French firm "France Rayenne" as well as of the " moyer - I.G. Farben-Industrie" in the "Theraplix". Copies of the n tes exchanged between the German armistice Delegation for Economic Natters and the French representatives in the delegation as well as of a report of the armistice Delegation concerning the importance of participations are attached.

Especially noteworthy is the fact that the French government has in spite of its on principle still no life attitude, given its approval in those cases, though that participation makes a directive central of the French firms possible by the German fixes.

36421

signature: Fo

y order:

signed KHGHL signature KG

26 June

2) to be filed with original (poncil nows) Wi 13 - Fr. 332696

To be attached: One carbon copy resp.copy each of received letter of Harol IIa 3122 and of the eaclosures. To letter of Harol IIa 3136

(pencil note)

After also patch 12 July Ha Pol Trie Pol IV 3 For your information

(Stamp:) 37171 37 June
Received on 27 June 1942
seen 27 Do
dene 29 kk/Ds
dispatched 2 July Pt
3 enclosures

TRANSLATION OF DOCUMENT No. 91-1933 CONTINUED

CERTIFICATE OF TRANSLATION

16 May 1947

I, Robert HOFFMANN, Civ.No. 1876, herbey certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. FI-1933.

> Robert HOFFMANN Civ.No. 1876.

Ministry of Finance

JB/HN

0

Paris, 8 July 1942

Department of Foreign Finance and Exchange

Office B

NO. 6,954

Subject: Subscription by the German company BAYER to 49% of the capital of the Societo THER.FLIX.

Reference: My letter 5 700 of 23 January 1942

Sir:

In the above-mentioned latter my produces sor gave you his agreement in principle to the recordination of the Societa Theraplix in which the German company BAYER has been authorized to subscribe to 49% of the capital.

It was, however, clearly stated that the final conditions of the subscription to now shares by the German group would have to be defined at a later date, in agreement with my department.

I beg to inform you that an agreement was recently concluded between the German Praistice Commission for Economy and the French Delegation, the terms of which provide for the subscription of the German participation, in the amount of 24,500,000 francs, within the framework of the France-German agreement concerning the payment, dated 14 November 1940.

I romain, Sir,

Yours faithfully,

For the Minister, Secretary of State for Finance,

The Director of Foreign Finance and Exchange

1. Couve de Murville

Cortified: "ne varietur".

signed C. Gorthoffer, Michel Habib

Monsicur Eo General Hanager of the Societo DES Usines Chimiques "RHONE-POULEMC" 81, rue Jean-Goujon - PARIS

M.Bo.

TRANSLATION OF DOCUMENT NO. NI-8370

agreement between the firm "Bayer" I.G. Farbenindustrie A.G.,

Leverkusen, and the firms

4(i),

0

Societé des Usines Chimiques Rhone-Poulone and Societé Parisienne d'Expansion Chimique Specia, Paris, re a joint manufacture - and sales erganization in France, within the framework of the Societé Théraplix S.A.

特許小特特特特特的特殊

1.

Agreement as to the proportions of participation in Thoraplix.

The principle adopted is that from the beginning of 1942, Bayer and Rhone-Poulone will each have 49% and M. Faure-Beaulieu 2% of the capital of Theraplix.

This distribution will be carried out by increasing the capital of Theraplix, thus bringing it from 5 to 50 millions, through the issue of 45,000 shares at par.

The distribution of the shores will be as follows:

Bayer

24,500 shares

Rhono-Poulone

24,500 shores

Fauro-Beauliou

1,000 shares

hs soon as these decisions have been taken at a General Meeting of the Board of Theraplix, and all the

(Initials illegible)

(page 2 of original)

necessary authorizations have been received for such decisions to be put into effect, the future groups of shareholders will be advised thereof in order that they may carry out the formalities in view and pay the amounts which fall to their share.

2.

The Board of Directors (Counsell d'administration) and Comite Consultatif.

The Board of Directors of the new Theraplix will be composed of 8 members, five of whom, (half and 1), according to the law of 11 September 1941 concerning pharmacists, must hold a pharmacist's diploma. The appointment of the members of the board by the three groups of share-holders will take place as follows:

Bayer

2 pharmacists 1 non-pharmacist

Rhone-Poulenc

2 pharmacists 1 non-pharmacist

Fauro-Beaulieu

1 pharmacist

(1)

1 non-pharmacist

Rhone-Poulenc nominates as pharmacists M. Vaillant and M. Barral, and as non-pharmacist M. Marville.

Bayer nominates as pharmacists M. Estachy and M. Lague, and as non-pharmacist M. Debon.

H. Faure-Beaulieu, who will be a non-pharmacist member of the board himself nominates Professor Delevine as pharmacist.

H. Vaillant, the member nominated by Rhone-Poulenc, has been elected as President and General Hanager of Theraplix, by all three groups of share-holders.

(Initials illegible)

(page 3 of original)

Use is made of the passibility provided by the law for the establishment of a Comite Consultatif, the members of which will be charged with missions of control and inspection and will be consulted by the management of Theraplix as to their opinion. This Comite will have for its president M. Faure-Beaulieu and for its members Mi. Barral and Brock, and special application will be made to it each time that an important decision is liable to influence the interests of one or other of the groups of shareholders.

The Comite will dispose of the necessary premises in Theraplix for the management of its affairs and it is agreed that H. Brock will be in charge of these.

Personnel of the Boyer erganization.

The personnel working in the pharmaceutical department of the Sobi and which is released will be rehired for the most part by Theraplix in accordance with the agreements to be worked out by MM. Vaillant and Brook.

4.

Salar Stock of the new Theraplix.

The articles sold by Theraplix will continue to be out on the market a d will be increased in the future by:

the remaining stock of layer (standard products).

This includes all the specialities sold in France at the present time by Bayer, with the exception of the following:

all proparations for the protection of plants, serums and vaccines, all proparations involved in vetinerary medicine, all the dental stock of Bayor,

Prontocil

-3-

39

(Initials illegible)

(page 4 of original)

so-called products (Cantan, Casbis, Prontalbine, Fuadin, Salyrgan, Solversin, Spirocid, products of the Salvarsan group) which Bayer gives up selling in France.

On Bayer's side the door is left open for an eventual and subsequent transfer also to the new Theraplix of serums, vaccines and vetinerary specialities as well as of the whole assertment of dental stock, on the basis of the terms of agreement No. 2.

It is agreed that the Bayer proparations listed below will be included in the stock of Theraplix.

all the products known as "double products", that is to say, the proporations which are put in the market by Bayer in agreement with other firms: Luminal, Verenal, Vigantel, Vogan, Prominal, Phanodora.

Bayer will give up the cale in France of the proparations: Betaxin, Germania, and anti-malaria remedies, contrary to the terms of agreement No. 1.

after joint examination a certain number of products which up to now show only a limited turnover and which are generally recognized as unprefitable, will be eliminated from the stock but on the market by Boyer in France. A list of products to be eliminated from the provious stock will be drawn up with the help of the Comite Concultatif.

5

Specialities not offered by Enyer in France.

0

Bayer points out that there are a certain number of specialities which had already been out on the market be Bayer in Germany and which have never been offered for sale in France. " full list of them will be drawn up and sent to us.

(Initials illegible)

(page 5 of original)

Here again, all sum estions for the explaitation of one or other of the products on this list will be left to the initiative of the Comite Consultatif.

6.

New Bayer products included in agreement No. 2.

Thereablix will be offered the exploitation of these Bayer products which Rhone-Paulone considers unsuitable for its own cales. The decision as to the taking-over of these products will be based on the epinion of the Comite Consultatif.

7.

Exploitation of products of firms affiliated to Bayer.

If one of the firms affiliated (apparente) to Bayer wishes to put a product from its own stock on the French market H. Brook will be responsible for procuring the necessary documents concerning the product. He will submit such documents to the Comite Consultatif so that sug estions may be worked out for the exploitation by Theraplix of those products which are found to be suitable.

8.

New Rhone-Poulone products which Specia does not but on the market itself.

M. Barral will have in his possession all the documents concorning these preparations; he will submit them to the Comite Consultatif so that the latter may give its opinion as to the prospects of their exploitation by Theraplix.

9.

Products of interest deriving from other sources.

Such products will also be of interest to Thorolix and the decision for their transfer will also be examined in the light of the opinion of the Comite Consultatif.

(ongo 6 of original)

10.

andienment of licences.

For all the preparations which Theraplix receives from the contracting parties or from affiliated (apparentees) firms for purposes of explaitation, Theraplix will pay a licence-royalty to the assigning firms in the amount of 10% of the not sale-price; the licence royalties will be calculated in the same manner and on the same bases as in contracts No. 1 and 2. They will be drawn up every quarter and the payment of licence-royalties will be made at the latest two months after the end of the quarter.

In the event that specialities coded in the future by one or the other of the contracting firms should not be able to support a license-royalty of 10%, be it for reasons of competition or because of a tec across margin of profit, a possible reduction of the rate of 10% may be aken into consideration and submitted for discussion.

Moreover, it is agreed that the contract to be concluded with the Societe Chimie et atomistique for a licence to exploit specialities which Theraplix puts on the market now, will also be based on the come 10% basis. The same rate will be applied to specialities for which the Societe Chimie et Atomistique was about to eade the licence to Theraplix and which will be insediately designated and subside of for examination by the Comite Consultatif.

After joint exemination by the Comite Consultatif and L. Vaillant a complete list will be drawn up of the products to be exploited in the future by Thoraplix, subdivided according to the different assigners of licences and according to

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(page 7 of original)

the products already exploited by Theraplix. This list will be sent to the contracting parties and brought up to date every six months:

11.

Exportation.

(1)

The preparations ceded both by Bayer and its affiliated firms as well as by Rhone-Poulenc and Specia may be sold only in France, the French colonies, protectorates and mandated territories, with the exception of special items for which, should the occasion arise, special arrangements would be made.

12.

Names of products and trade marks.

Rhone-Poulone agrees to the sale of the products taken over from Bayer or from its affiliated firms under the names and trade-marks which they have borne hitherto. The question as to how the name of Bayer will appear will be settled according to the circumstances and the nature of the item. Obviously the trade-mark Theraplix will always be used as well.

When, with the agreement of both parties, a change is made in the name of a product of the Bayer firm or of a firm affiliated to it, it is understood that the product bearing the changed name shall be out on the market only with the trade-mark of Theraplix.

Names and trado-marks remain the property of the former owners.

13.

Supplying of basic products to Theraplix.

Basic products will be supplied by

(Initials illegible)

(page 8 of original)

Rhone-Poulone and Bayer according to the potentialities of the one or other firm both as regard price and standards of quality. The fact that Rhone-Poulone manufactures on French soil must be given special consideration.

The final processing of the manufactured product will be undertaken by Therealix.

With regard to price the factory price has been a read upon with a supplement of 50% and there will be no difference between the old proparations and those which are to be taken over now.

One uniform table will be drawn up for price calculation after Rhone-Poulone and Dayor have compared their present methods of calculation.

TRANSLATION OF DOCUMENT NO. MI-3370 CONT'D

14.

Licence-contracts.

The new licence contracts to be concluded will be completed by the assignors and will be submitted to Theraplix. They will take effect as soon as possible.

15.

Duration

(9)

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The present conventions shall apply for the duration of the Societe Theraplix S.A. unless the licence-contracts provide for an other settlement.

16.

Reservations concerning official authorizations.

The preceding clauses, in as much as they req ire the authorization

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of the administrative authorities of both countries, will be submitted by the interested firms to the latter for their acknowledgement with all possible dispatch, and will be definitely enforceable only when such authorization has been received.

Lover!tusen.

"Bayer"

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(signed): Mann

(signod):

Paris, 19 February 1942

Cortified: "ne varietur".

(signed): C. Gerthoffer

Michel Habib.

CERTIFICATE OF TAUNSLATION

I, DOROTHY E. PLUMER, USFET 482, hereby certify that I am thoroughly convergent with the English and French languages and that the above is a true and correct translation of Document No. NI-8370.

DOROTHY E. PLUMER USFET 482

2 June, 1947

AFFIDAVIT

I, Wilhelm Rudolf Mann, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

I can make the following statements with regard to the contracts with Rhone-Poulenc:

- 1. I went to Paris in Autumn 1940 after a circular of the Reich Ministry of Economics and instructions to the same effect from competent organizations of industrial economy had , enerally given the word that the situation existing at the time should be used to make an attempt to gain influence over interesting industrial spheres of France. I personally was not inclined to undertake such an attempt as in view of the situation at the time, I did not think it was fair and as the relations between Rhone-Poulenc and Payer were ex remely cordial. It is, however, quite possible that German government offices which were not correctly informed of the relations between Rhone-Poulenc and I.G. Farben might form the conclusion that I had been helped in my negotiations through means and methods which, in view of the situation at that time, were possible. I myself have never sought to use such means and methods. In fact I did not use them. In spite of this, however, it is possible that Rhone-Poulenc might gain the impression during the negotiations that it would be advisable to come to an agreement because, otherwise, the last word would be pronounced not by us, but by the German government. I do not believe, however, that my negotiations gave this impression.
- 2. Concerning the general relations between the I.G.

 Farben and Rhone-Poulene in 1940, I wish to mention that France
 did not use patents to protect pharmaceutical products. France
 is one of the few countries which does not grant protection to
 that kind of product. The consequence was that Rhone-Poulene
 formerly held the view which was perfectly justifiable, as

the law expressly provided for this - that it had the right to produce and sell in France the products which we manufactured in Germany and other countries under patent protection. There is thus no question of any infringement by

(page 2 of original)

the French in general or by Rhone-Poulenc. In the negotiations with Rhone-Poulenc, did not take the standpoint that they had injured in any way the rights of I.G.Farben. During my discussion with the German government, we might have mentioned moral injuries, but not face to face with Rhone-Poulenc.

- 3. As regards the name "Aspirin" in particular, it was likewise not protected in France, nor could it be protected. Everyone in France had the right to use the name Aspirin and to sell aspirin.
- 4. In view of this legal situation in France, I considered it necessary to protect the market to a certain extent and I asked Ministerialdirektor Michel to hint on his part, if he spoke to the French gentlemen, that such an agreement would meet with his approval. The German agencies also promised me their support. An agreement with Rhone-Poulene was desirable for another reason also, namely, because the pharmaceutical trade in France was always so situated that German products had no chance, practically speaking, of succeeding. In addition and above all the national pharmaceutical industry of France had its own high scientific and technical standard which we always acknowledged and which, in any case, secured for it to a great extent control of the home trade.
- 5. On this basis we made our first post-war agreement, dated 30 Dec 1940. Only once, in the corrly stages, had I raised the question of I.G.Farben's participation in Rhone-Poulenc, but I immediately dropped the idea when Messrs. Boulsson and Grillet of Rhone-Poulenc rejected it. I never had any intention of acquiring the controlling interest in a

French firm, especially the dontrolling interest in Rhone-Poulenc. The agreement, dated 30 Dec 1940, between Rhone-Poulenc-Specia on the one hand and Bayer (I.G.Farben) Leverkusen on the other, provided for the following participation:

- a. In the future turn-over of the French firms (i.e. no retreactive agreement) on products originally discovered by I.G. and later produced and sold by French firms a procedure which Rhone-Poulone was also entitled to follow with regard to the I.G. patented products, because, as stated, no such protection for phermaceutical products existed in France.
- b. In such products as were sold simultaneously by both firms

(page 3 of original)

and for which written appropriate for the protection of mutual interests had been made before 1939 (e.g. moleria products).

- c. In a few products sold by Franch firms in addition to the corresponding Enger products.
- d. In products which were sold in France under the name of Aspirin.
- On the other hand, I.G. undertook not to sell aspirin in France, the French colonies and mandated territories during the period covered by the 50 year treaty. It was a reed in general that Rhone-Poulenc-Specia should not in the future sell products originally discovered by I.G. without Bayer's agreement.
- 6. A further agreement, dated 23 March 1941, dealt with new pharmacoutical products which might be discovered in the fature by the parties to the agreement. An agreement of this kind was already envisaged at our discussions at the end of 1940, but did not take concrete shape as a further contract until the end of March 1941.

7. A spentaneous proposal by Rhone-Poulone dealt with the joint interests of I.G.Farlen and Rhone-Poulone in a firm "Thoraplix", which up to the time of our agreement only possessed a capital of 5,000,000 French francs and was managed by Mr. Bouisson's son-in-law. All the partners, both French and German, realized clearly from the outset that it was impossible under the existing circumstances to extend "Theraplix" by raising capital and including I.G. as a partner unless the controlling interests of the company remained officially in French hands. As it was agreed in principle that participation in "Thoraplix" should serve the interests of both parties in the pharmaceutical field by means of combined work, it would have been ridiculous to reveal the fact that I.G. was intended to hold a share of 51%. This would have defeated the business ends. The following agreement was therefore made:

The capital of "Thoraplix" was to be raised from 5,000,000 French france to 50,000,000 france. Officially, Rhone-Poulone and I.G.Farban each took over 49%, so that a ain officially, I.G.Farban only paid 49% of 50,000,000 france, i.e. 24,500,000 france. hr. Faure-Beaulieu, a man with whom I had been connected for a long time and who had participated in our new agreement with Rhone-Poulone, was to hold 2% in trust. Actually, however, it was intended - and Rhone-Poulone was fully aware of the first - that I.G. Farban would also take over from the

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start Mr. Faure-Beaulieu's 2% so that unofficially, I.G.,
Farbon received and paid 51%. I do not know if the French
Fovernment, which had to approve the agreements between
Rhone-Poulene and ourselves, knew of the real agreement
concerning Faure-Beaulieu's 2%, Rhone-Poulene alone
cerried on negotiations with the French government.

I have carefully read or of the four on as of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have goven the oure truth to the best of my knowledge and conscience.

(signed) WILHELM R. Hall!

Sworn to and signed before me this 21st day of Abril 1947 at Palace of Justice, Murnberg, Germany, by Wilhelm Rudolf Mann, known to me to be the person making the above affidavit.

si med) RANDOLPH H. NTGLAN

OF TERRITOR OF TRANSLATION

(2)

I, MCMA 1. H. HAGINGO, hereby certify that I am thoroughly conversant with the English and Jerman languages and that the above is a true and correct translation of Document Ma. NI-6538.

Mara H. H. CLTOD

PROCES-VIRBAL

In the year one thousand nine nundred and forty seven, on the twenty sixth of April, we, Charles GERTHOFFER, assistant public prosecutor at the Tribunal of the Seine, deleated by the Ministry of Justice to the Office of the Chief of Counsel for War Crimes, assisted by M. Michel HABIB, and 25, charge de mission, who had sworn to carry out faithfully the duties of registrar (greffier) with which we had entrusted him, being on official duty in Paris,

summoned M. Marcel BO, aged 54, residing 23 bis Avenue de Hessine in Paris, assistant general manager of the Societe RHONE-POULENC, who after having sworn to tell the whole truth and nothing but the truth, declared as follows:

came to our offices at 21 rue Jean Goujon in PARIS, for an interview with M.ALBE, T.BUISSON, chairman of the board of directors of the Societe. In the latter's absence he was received by M. WEMPLING, the secretary general, to whom he explained that he had some from M. HAMP, Hanager of the I.G. FARBENI DUSTRIE A.G. "Bayer" to inform him of the serious grievances his firm had against the Societe RHONE-POULENG (imitation of the principal articles of manufacture, fierce competition on the world markets and unjustified use of the mark "ASPIRINE").

FRURE-BEAULIEU added that HANY, in agreement with the Loverment of the Reich, intended to get compensation from RHONE-POULENC for the harm done to the I.G.FARBENI DUSTRIE and to guard against the possibility of similar harm being done in the future. In the event of a refusal the German government would take steps which might even go as far as spoliation.

A few days later, on 8 October 1940, FAURE-BEAULIEU came back to the head office of the Societe RHONE-POULEUC where he was received by M. WEIDLING and by myself; he gave us a note to read which had been given him by MANN and which contained the demands of the I.G. FARBELINDUSTRIE. We asked FAURE-BEAULIEU to come back when the chairman of the board of directors of RHONE-POULENC had returned.

After FAURE-BENULIEU had left we wrote down LANF's note from memory whilst we still remembered it.

I am submitting a copy of this note.

Signed: Michel Habib.

6

Signed: C. Gorthoffer.

On Interrogation - The next day we received a letter dated 8 October 1940; FAURE-BEAULIEU confirmed the interview he had with us. I am submitting a photocopy of this letter and one also of the note attached to it.

On Interrogation - I am submitting, together with a translation of it, a photocopy of MANH's letter of 28 March 1941, a photocopy of the contract of 30 December 1940, a photocopy of the contract of 19 February 1942 as well as a photocopy of the letter of 8 July 1942 from M. COUVE de MURVILLE.

May I mention that we take charge of the different documents containing the statements of the witness, having first certified them "ne varietur".

On Interrogation - The payment of the German subscription to the capital of the Societa THETAPLIX, in the amount of approx. 24,400,000 france, was effected by a clearing arrangement.

On Interregation - I am at your service for any information which may be of use to you in this affair. The Societ's NYONE-POULTMC never tried to help I.G.FARBENINDUSTRIE get control. If the Societ's NHONE-POULTMC agreed to the I.G. FARBENI DUSTRIE having a big at ro in the Societ's THEMAPLIX the agreement was only drawn up after long discussions and to prevent the I.G. FARBENI DUSTRIE getting a foot in the Societ's RHONE-POULTMC. Indeed, a participation of suc. extent, even if nod at in comparison to the demands ande by the Germans at the end of 1940, would have ande I.G. FARBENI DUSTRIE the big set sharehelder in the Societ's. The latter's autonomy would have been threatened by allowing I.G. FARBENI DUSTRIE to interfere with its activity, whilst such interference in its turn would have effered the Ganger of repercurious by way of an increase in the German war potential.

Rends, persists and signs,

Signed C. Gerthoffer

Michel Habib

15. Bo.

CERTIFICATE OF TRANSLATION

I, DOROTPY E. PLULER, USFET 482, hereby certify that I am thoroughly convergent with the English and French languages and that the above is a true and correct translation of Document No. NI-8371.

2 June 1947

DOROTHY E. PLUGER USFET 482 TRANSLATION OF DOCUMENT No. NI-10544 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES

OFFICIAL STATEMENT

In the year one thousand, nine hundred and forty seven, on the first of August.

I, Charles GERTHOFFER, Deputy Prosecutor of the French Republic at the Tribunal of the Seine, delegate of the Minister of Justice, assigned to the Office of the Chief of Counsel for War Crimes,

Summoned M. Marcel BO, aged 54, 23 bis Avenue de Messine, Paris, Assistant General Manager of the Société RECHE-POULENC, who, after having sworn to tell the whole truth and nothing but the truth, deposed as follows:

As to the conditions, during the occupation, in which our discussions and megotiations with BAYAR (pharmaceutics branch of the I.G.) were started and subsequently carried on, I confirm the declaration I made on 26 April last.

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On Interrogation. I knew absolutely nothing about M. FAURE-BEAULIEU until I saw him in October 1940. His intervention had made me suspicious of him. On the other hand I was surprised at the confidence the Germans showed in him. M. Faure-Beaulieu explained to me that he had once been able to render certain services to Herr MANN's father, when the latter was dying and had gone to Spain, and that Herr Mann, his son, had always been extremely grateful to him.

He had also declared several times to me in the most categorical manner that as a Frenchman, the only thing he cared about was the protection of French interests.

Later, he told me that his son had got away to Algeria and from there to England and that he held a dangerous post in the French Free Forces.

In his conversations with me h. Faure-Beaulieu often talked

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TRANSLATI N OF DOCUMENT No. NI-10544

about the outcome of the war, and about his certitude of an Allied victory.

I must say, too, that in the course of the negotiations with I.G. I noticed that he did uphold the French views.

That is why I never doubted that M. Faure-Beaulier did really own himself the shares he subscribed to for the increase of the capital of Theraplix, or that this subscription was contributed from his ewn funds.

Reads, persists and signs.

Signed: C. GERTHOFFER

Signed: M. BO

CERTIFICATE OF TRANSLATION

I, DOROTHY E. FLUXGER, USFET 482, hereby certify that I am thoroughly conversant with the English and French Languages and that the above is a true and correct translation of DocumentNo. NI - 10544.

2 September 1947

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DOROTHY E. PLUMER USFET 482

AFFIDAVIT

I, Dr. Hans Richard H E H H E N, after having first been warned that I will be liable for punishment for making a false statement, state herewith under both, of my own free will and without coercion, the following:

Payments to France after the armistice in 1960 took place as follows:

- 1) France had to bear the costs of the German occupation. Although, as the French pretended, they had been promised in Campiegne that they would have to bear only the costs of the army of occupation, it is probably that the costs of the operational army were charged to them too. The Germans reckaned that at the time the entire forces in France, that is, the army of occupation and the army fighting against England comprised altogether same 3,000,000 men. They also estimated the cost of the soldier at 6-7 RM per day and therefore charged the French with 20,000,000 RM daily.
- 2) The German agencies could dispose of this sum in French francs, whereby a rate of exchange was charged which had already been fixed beforehand by the German army and which in my opinion was too high for the franc, viz. 1 Reichsmark 20 francs. A ration of 13.1 would have corresponded more exactly to the economic value. So that the Germans had over 400,000,000 francs doily at their disposal.
- 3) Later the French Government begged time and again for a reduction of the occupation costs, and also protested against the rate of exchange. It was not successful, but in 1941 it reduced its payments from 20,000,000 RH to 15,000,000 RH per day. After the German army had entered the South of France the German government downded an increase from 15 to 25,000,000 RH a day. On 19 December 1942 at the Fuhrer's handquarters Laval agreed to this arrangement; not from the point of view of an increase of occupation expenses, but, as he said, as a free contribution made by France towards, the defense of Europe.
- 4) In 1940 or later the Reich Himistry of Economics
 approached the Reich Himistry of Finance with the
 request that it might dispose of an an unt of some
 100,000,000 Francs to be applied a minst the account
 of accumation expenses, in order to acquire Franch
 interests. And such an amount (I cannot remember the
 exact sum) was actually made available for this puronse by the Reich Himistry of Economics.

The French interests to be acquired may have been inside France or outside France. For whatever interests German firms acquired in French firms within France, the Military Commander Ministerial irector Michel was

competent; in such cases payment was made from occupation expenses. My delegation handled the acquisition of French interests in enterprises in French possessions abroad. If, for example, French firms owned shares in the stick of a Polish factory and the Germans wished to acquire these shares, it was my delegation which received the order from the Foreign Office and not Michel.

5) The French were naturally not very enthusiastic about payment from the account of occupation expenses or by means of a clearing. So another way of acquiring such interests was found, and, if I am not mistaken, it was Hans Filder, the Manager of the Dresdner Dank, who first suggested it. The German side procured French international loans and gave them to the French in payment. The German Ministry of Finance thereby realized sometimes a very considerable profit, in so far as a at the beginning - they acquired French international loans on foreign markets, for example, in Holland or Delium, at low prices, and then are them to the French at the highest prices they could jet (in the event that quotations in France were correspondingly high). It was Reichsbankdirektor Hartlieb who was in charge of negotiating in detail the terms of payment with the French Delegation.

The French loans were bought whereever they could be found and especially as I have heard, in the occurred zone. The purchase concerned not only state loans but also loans which had been floated by French companies.

I have carefully read each of the 2 (two) on es of this declaration and have signed then personally. I have ande the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowled e and conscience.

> Dr. HANS RICHARD HE LEN (Signature of deponent)

Sworn to and signed before me this 3rd day of May 1947 at Palace of Justice, Nurnberg, Germany, by Dr. Hans Richard HEMLEN, known to me to be the person making the above afficavit.

Rr. RANDOLPH H. NEWMAN, Attorney U.S. Civilian B. 397712

Office of Chief of Counsel for War Crimos, U.S. War Department.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. FLUM ER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document NO. NI-8784.

June 10, 1947

Dorothy E. Plummer USFET 482 TRANSLATION OF DOCUMENT No. NJ-6978 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

French Republic
In the name of the French people V

Third Senate Session on 6 June 1946 Writ of 9 June 1945

2,689
The Court of Appeal Paris, third Senate decided on the following writ:

between:

the direction of the Administration of State Property, in Paris, 9 Rue de Banque, appearing as acting administrator of the I.G. Farben, submitting an appeal according to the document issued by Me. Georges CAUTHIER, bailiff at Paris, of 20 Nov. 1945, against a writ decided on by the Presiding Judge of the Civil Tribunal of the Seine in an accelerated procedure on 15 October 1945, represented by Me. MARRAT, legal advisor, and appearing before court represented by Me., attorney-at-law, on one side; and: 1. the Societe des Usines Chimiques Rhone-Poulenc, joint stock company, soat in Paris, 21 Rue Jean Goujon, represented by its director general, residing at the soat of the company; 2. Societe Generale d'Applications Therapeutiques "Theraplix", joint stock company, soat in Paris, 98 Rue de Sevres, represented by its President and Director-General.

Merginal notes:

Adm. of State Property
against
Rhone-Poulenc
Squashing of opposition has been given by counsel of the epochent
Paper 5
Registration for 250
255

two hundred fifty five Francs signature Me. APPERT, local advisor.

TRANSLATION OF DOCUMENT No.NJ-6978

(page 2 of original)

3. The Societe Parisienne d'Expansion Chimique "Specia", joint stock company, Paris, 21 Rue Jean Goujon, represented by its Prosident and Director General, residing at the seat of the company.

Questioned with regard to the appeal, which according to the document of the bailiff was raised by the director of the State property administration a minst the writ mentioned, appearing and submitting their legal reasons through the person of Me. APPERT, local advisor and pleading through the person of Me. Lyon CARM, attorney-at-law, in such a manner that the rights and interests of the pleading parties remain unharmed.

1. Local proceedings in first instance:
On 12 October 1945 the President of the Civil Tribunal of the Scine decided on the following in an accolerated procedure.
We, the Vice President
after it has been proved by the circumstances of the case that at the end of 1940 the company Rhone-Poulenc and the company Specia,

(page 3 of original)

after they approsed the suppression of the Germans, which the management wanted to impose on them through the I.G. Farbenindustric, were forced, in order to avoid the worst, to permit certain measures, which represent robberies:

1. According to pay the sums according to the acreement of 30 Docomber 1940, according to which the companies Rhone-Poulonc and Specia had to pay a certain percentage of the sales of certain products, which are mentioned in the agreement, to the I.G. Forben, this payment being actually a tribute; 2. Acroement of 19 February 1942, according to which the company I.G. Farben got a minerity share in the company Theraplix, sales company of branded articles, and that by a substintion to an increase in capital, which amounted to 48 % of the capital. The resident and the director general as well as the administration board and the personnel remained exclusively French; 3. Increase in capital according to this agreement; In view of the fact that these various transactions to which those companies were forced to a ree by a moral coercion which without doubt was applied, fall under article 1 of the writ of 9 July 1945 which says that: "All actions, transfers and transactions, apparently local, which were concluded without the acroment of the victin, are letally null and vaid", under the circumstances which are montioned in the declaration of the United Notions of 5 January 1945, that is those measures as a consequence of which the enemy

TRANSLATI H OF DOCUMENT No. NJ-6978 CONTINUED

(page 3 of original contid)

acquired directly or AMhthe aid of intermediaries articles, rights or interests which belong to French physical or moral persons in France or abroad; With remard to the debts the company Rhone-Paulenc saw itself forced under the same circumstances to pay the I.G. sums through the German-French clearing encunting to 11.161.452 Francs; The company Special was forced under the same circumstances to pay sums amounting to 31.548.894 Francs.

It is necessary to order that these sums are paid back. For these reasons we establish the nullification, with all local consequences, of all agreements and actions mentioned above; Order that the sums paid by the companies Rhone-Poulone and Specia are paid back inne-diately;

Declare mullification of the above increasein comital in as far as it was favorable to I.G. by mermitting the latter to buy shares instead f the company Rhone-Foulenc, which have I.G. 49 % of the capital;

Order therefore, that the shares are immediately returned to the company Rhone-Poulenc.

(page 4 of * . original)

Order that the amount paid by the I.G. for the subscription to the above mentioned shares, namely 24.440.000 Francs, will be put at the disposal of the company Rhone-Puulenc as compensation and up to the amount of the sumswhichthe I.G. had received according to the ille al agreement of 30 December 1940.

In view of the circumstances of the case we order that the costs will be borne by the plaintiffs, in spite of appeal prior to registration.

Article 2. Procedure of Appeal

According to bailiff's document of Me. GOUTIER, bailiff at Paris, of 20 Movember 1945, the director of the State property administration of the Scine declared to appeal against the above writ, and he surmaned the following companies to court:

1. The Societe des Usines Chimiques Rhone-Poulenc;

2. The Societe Generale d'Applications Therapeutiques Theraplix;

3. The Societe Parisienne d'Expension Chimique Socia, in order to appear before the Court of Appeal of Paris within the letally appointed time, in order that the Court be able to decide about the above appeal;

This surmans with the appearance of Me. MAR AT, legal advisor for the party submitting the appeal. Me. APPERT, legal advisor appears for

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TRANSLATION OF DOCUMENT No. #J-6978

(page 5 of original)

1. The Societo des Usines Chimiques Rhone-Poulenc;

2. The Societe Generale d'Applications Therapeutiques Theraplix

3. The Societe Parisienne d'Expansion Chimiques Specia

According to the court document of 20 November 1945, Mo. APPERT, legal advisor, this proceeding, entered into the court redister under No. K 6597, has been handed over to the third senate, before which, according to agreement between Mo. APPERT and his collectue, the legal advisors mentioned made their final addresses and that in the session on 6 February 1946 under No. 2038 of the register of the senate.

The final addresses of Me. APPERT, legal advisor of which Me. MARRAT has been informed in accordance with the decision of the court of 5 December 1945, are to the effect that the court may order:

Rendering judgment on the apreal submitted by the State property administration of the Seine against a writ decided on in an accelerated procedure, by the President of the Civil Court of the Seine on 15 October 1945, declare the mentioned appeal null and void, if necessary declare the same as inadmissible;

Furthermore and if necessary by adopting the reasons for the sentence of the first instance, to squash the appeal and to declare that the sentence, against which the appeal was made, becomes valid by law;

(page 6 of original)

To acknowledge as just the final addresses submitted by the parties in the first instance, and to sentence the party submitting the appeal to a punishment and to the costs of the accelerated procedure and the appeal, a part of which would be payment for No. APPERT, legal advisor; this with all reservations, also that of a possible appeal.

According to further information, furnished by Mo. APPERT, local advisor of the commanies Rhone-Poulenc, Theraplix and Specia to his collegane MARRAT, lead advisor of the administration of State property, according to court decument of S January 1946, No. MARRAT, lead advisor, informed his collegane APPERT, according to court decument of 9 May 1946, of final addresses, according to which he maintains that by writ of 15 October 1945 decided on by applying the writ of S June 1945 article 1, the President of the Court declared the nullification of the agreement of 30 December 1940 between the commanies Rhone-Poulenc and Specia on one side and the company of I.G. Farbenindustrie in the other side, and also the agreement of 19 February 1942 by which the latter commany received a minority share in the company Theralix; and furthermore the nullification of the increase in cavital according to this agreement; and that

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TRANSLATION OF DOCUMENT No.NJ-69V8 CONTINUED

(page 6 of original contid)

he had ordered the immediate return to Rhone-Poulenc of the new shares subscribed by the I.G. Farbenindustrie; Had ordered that this encunt paid by the company mentioned for this subscribtion, that is 24 440 000 Francs, would be granted to Rhone-Poulenc as compensation up to the sums which the I.G. Farben has to pay back, namely those sums which it had received according to the agreement of 30 December 1940.

(page 7 of original)

That the Director of the State property administration had reised on appeal against this writ in the prescribed manner; That the reason for the armeal have the following effect, that oven though the principle itself of the mullification of these wareemonts does not seem doubtful to him, as the commany I.G. Farbon was evidently a German commany and that the agreements in question second actually to have been concluded under pressure, it should on the other hand not be permitted that prior to ony settling of the accounts emeng the parties involved, the company Rhone-Poulenc should now already receive as compensation the amount which the I.G. Farbenindustrie was to Rhone-Poulenc, the amount of the subscribtion, that is 26 440 000 Francs; That actually without doubt Rhone-Poulenc and Specia had stated that they were forced to pay I.G. Farbenindustric unjustified sums, the first sums amounting to 11.161.452 France and the second sums emounting to 31.848 .894 Francs. That these inconveniences, however big they may have been, were to a great part counterbalanced by the advantages which resulted for Rhone-Poulone and Specia from the contract since 30 December 1940; That it would have to be considered from this point of view that probably, in order to be able to compete abroad with the sale of certhin products, especially the aspirin Usines du Rhone, after the end of the war

(page 6 of original)

the I.G. Farbenindustrie would have withdrawn from the French nerket, including the merkets in the French colonies and protectorates for a payment of 10% of the amounts which Rhone-Poulenc and Specia received for sales in these countries;

That furthermore the contract mentioned contained a clouse, according to which the prices demanded by Rhone-Poulenc and Specia had, immediately after that contract became valid, to be raised to the level of the German prices on the French market as well as for the expert trade;

That this clause which certainly would have been detrimental to the companies after the war, in case the provisions of the contract would have continued to be complied with, had brought them certain and

TRANSLATION OF DOCUMENT MOINT-6978

(page 8 of original cont'd)

considerable profits during the time of occupation and even since the termination of that time; That under these circumstances it would be necessary to establish the advantages which each of the companies gained through the provisions of this contract, and that with the aid of an expert which the Court should appoint;

That in any case and until the settlement of the accounts, it would not be admissible that the company Rhone-Poulenc would demend to receive as compensation and up to the amount of the sums which have to be paid tack by the I.G. Farbenindustrie, the amount spent by this company for the subscription, that is 24.440.000 Francs. Therefore he demanded that the Court may order:
To declare the armeal against the above mentioned writ submitted by the Director of the State property administration as admissible;

(page 9 of original)

To appoint an expert in order to establish the advantages which Ehone-Poulenc on one side and the I.G. Farbenindustrie on the other side cained from the provisions of the agreement of 30 December 1040;

To date that in any case until the settling of the accounts, the commany Ehrne-Poulenc could not demand to receive as commensation and up to the amount of the sum which is to be paid back by the I.G. Forbenindustrie, the amount raid by the company for the subscription of the increase in capital, that is 24.440.000 Francs; For this reason to squash the writ, against which an appeal was submitted, and to sentence the companies Ehrne-Poulonc and Specia to all costs of the procedure of amount, with the exception, as for as concerned, of fees for Me. BARRATS. With all reservations.

INTERMEDIATE APPEAL

According to court document of 22 May 1946, Me. APPERT, logal advisor of the commanies Theraplix and Specia informed Me. MARRAT, local advisor of the Director of the administration of State property, of his final addresses during the intermediate agreal, which have the following wording;
With record to the mullification of the contracts of 30 December 1940 and 19 Fe rusry 1942, to confirm the writ against which an agreal was submitted;
To confirm that the party submitting the agreal acknowledged that according to article 1 of the writ of 9 June 1945

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the above-mentioned agreements are null and word, because they were concluded under the pressure of the occumation newer. With regard to the compensation:

TRANSLATION OF DOCUMENT No.MJ-6978

(page 10 of original contta)

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To acknowledge the final address of the commanies Usines Chimiques Rhone-Poulenc and Specia, which represent an ar-eal arainst the writ of 15 October 1945; To confirm to the Societe des Usinos Chimigues Rhone-Poulenc that it does not insist on a dompensatory payment between the sums of 42,810,342 Francs (consisting of 11,161,452 Francs and 31.646.894 Francs) paid by these companies to the I.G. Par enindustrie in accordance with the squashed contract of 30 December 1940 on one side, and 24.440.000 Francs on the other side, the amount of the subscription of new shares. by the I.G. Far enindustrie, according to the squashed contract of 19 February 1942: To acknowledge that the Societe des Usines Chimiques Rhone-Poulenc reserve the right for itself, to maintain its claims towards the I.G. Farbenindustrie, be it as reparation or be it in any other form, and that at the competent department; Finally to declare that the administration of the State property be compelled to hand over the shares subscribed by the I.G. Ferboxindustrie to the Societe des Usines Chiniques Rhone-Poulone acainst a payment of 21.440.000 Frencs; To sentence the party submitting the appeal to pay all costs, in-clusive those of the intermediate appeal, with the exception of fees payable to Me. APPERT, legal advisor. With all reservations .

(page 11 of original)

Me. APPERT informed his colleague MARRAT of these final addresses during the intermediate appeal, according to the court document of the same day.

After several postponements the affair has been brought before court, the legal advisors and atterneys at law of the parties presented their earlier final addresses and requested that they be acknowledged.

The presecution, which was informed of that affair, made its final addresses; then the precedings have been postponed until today.

In this legal position the following legal problems had to be considered:

Legal problems:

The Sourt, judging on an apreal submitted against a writ decided on by the Presiding Judge of the Civil Court of the Soine in an accelerated prodedure on 15 October 1945, with regard to the main appeal:

Should the Court simply confirm the writ, or should it squash it by appointing an expert, who would have to establish the adventages gained by Rhone-Poulenc and Specia on one side and the I.G. Forbenindustrie on the other side on account of the provisions of the agreement of 30 December 1940 ?

TRANSLATION OF D'OUMENT No. NJ-6978 CONTINUED

(page 11 of original contic)

Should the Court state in any case that until the settlement of the accounts, the company Rhone-Poulend could not receive as compensation sums to the amount of the payments which have to be returned by I.G. Farbenindustrie, the sum paid by this opmpany for the subscription of the increase of capital, that is 20,000,000 Frances

Should for this reason the Court squash the writ against which ameal was submitted ?

Should the Court sentence the companies Rhone-Poulenc and Specia to pay all costs of the appeal?

With regard to the nullification of the agreements of 30 December 1940 and 19 February 1942.

Should the Court tell the commanies Rhone-Poulenc, Theraplix and Specia that the party submitting the appeal advanded so that by applying article 1 of the writ of 9 June 1945 the mentioned agreements are null and word, because they were concluded under pressure of the occupation power?

With regard to the compensation.

Should the Court acknowledge the intermediate appeal of the companies Usines Chimiques Rhone-Poulenc and Specia against the writ of 15 October 1945?

Should the Court confirm to the company Usines Chimiques Rhone-Poulenc that it does not demand compensatory payment recording the

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(page 13 of original)

of 42.810.346 Francs (consisting of 11.161.453 Francs and 31.648.894 Francs) maid by these companies to the I.G. Farbenindustric according to the squashed agreement of 30 December 1040 and on the other side the amount of 22.40.000 Francs, amount of the subscription on the part of the I.G. Farbenindustrie of the new shares for the purpose of critical increase, in accordance with the squashed contract of 19 February 19427

Should the Court acknowledge that the company Usines Chimiques
Thome-Foulenc reserves the right to maintain its claims on the
I.G.Farbenindustrie, he it as remaration, he it in any other form
at the competent authorities?

Should the Court furthermore decide that the administration of State Property be compelled to hand over the shares subscribed by the I.G. Ferbenind strie to the company Usines Chimiques Rhone-Poulence Whinst a payment of 24.4 0.000 France?

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TRANSLATION OF DOCUMENT No. NJ-6978

(page 13 of original, cont'd)

Should the Court sentence the party submitting the appeal to bear all costs?

With regard to the fine and the costs. With all reservations, especially with regard to appeal for squashing and civil action.

For the perties:

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signed: Me. APPEAT, legal advisor

Cancellation of opposition has been given by the legal advisor of the opponent.

The Court listened the written report of judge in the public session of 28 May 1946

(page 14 of original)

who is commissioned to watch the procedure and listened to final addresses and speeches of Me. PCHME, counsel for the Director of the administration of State property of the Seine department, with the assistance of Me. MARKAT, his legal advisor, and also Me. Lyon CAME, counsel for: 1. Societe Rhone-Poulenc; 2. Societe Specia; 3. Societe Theraplix, with the assistance of Me. APP...T, legal advisor, furthernore to the Public Prosecutor in the public session of today for the purpose of trial and judgment, and after legal, deliberation;

Rendering judgment on the appeal, submitted by the Director of the State property administration of the Seine in his capacity as administrator of the I.G. Farbenindustrie, against a writ decided on by the Presiding Judge of the Civil Court of the Seine on 15 October 1945 by applying the writ of 9 June 1945 to the effect that it:

- Establishes the nullification of the agreement concluded on 30 December 1940 between the Societe Rhone-Poulenc and the Societe Specia on the one side and the company I.G. Farbenindustric on the other, as well as that of 19 February 1942, according to which this company got a minority share in the company Theraplix, and also that of the increase in capital which was made in accordance with this agreement;
- 2. Orders the immediate return of the sums paid by the companies Rhone-Poulenc and Specia and the return to the Rhone-Poulenc of the new shares subscribed by the I.G.Farbenindustrie;
- 3. Orders that the amount which was paid by this company for the

TRANSLATION OF DOCUMENT No. NJ-6978 CONTINUED

(page 15 of riginal)

subscription, that is 24.440,000 Francs, be granted to RHone-Poulenc as compensation, up to the amount which is to be maid back by I.G. Farbenindustrie for the amount which this company received on 30 December 1940; Also rendering judgment on the final addresses of the companies Rhone-Poulenc and Specia which submitted an intermediate remeal, Taking into consideration that the Director of the State property administration of the Seine, who submits the anneal requests to announ an expert, in order to establish, writer to any neyment, especially as commensation, all advantages which were cained by Rhone-Foulene and Specia on the one side and by the I.G. Far enindustric on the other from the provisions of the agreement of 30 December 1940; and furthermore that for these reasons the C urt may squash the writ mainst which ameal is submitted; Taking into consideration that the parties request the Court to confirm the writ against which arread is submitted, with regard to the nullification of the agreements of 30 December 1940 and of 19 Fe ruary 1942 and to acknowledge that the State property administration agrees to the nullification of the above agreements; Taking into consideration that these companies request furthermore, by way of the intermediate agreal, that it be mobinewledged that they do not ask for a compensatory payment between the amounts paid and these amounts which represent the subscription on the part of the I.G. Farbonindustrie of the new shares in accordance with the squashed agreement of 10 February 1942;

(page 15 of original)

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Taking into consideration that on one side the party submitting the agreed does not contest the nullification of the above agreements, and that on the other side the agreement of an expert, asked for an account of the allotment of 24.440.000 Francs to the company Rhone-Poulenc ordered by the provious decision, is not larger necessary, as this company does no longer ask for such a compensatory payment;
Taking into consideration that under these conditions the provious writ has to be maintained, insofar as it established the mullification of the various agreements mentioned above, and that it would be well to grant the parties submitting the intermediate agreed the desired acknowledgements;

FOR THESE REASONS:

The Court acknowledges the Director of the State property administration in his capacity as administrator of the I.G. Farben-industrie in his main appeal, and the Societe d'Expansion Chimiques Specia, the Societe Rhone-Poulenc and the Societe & Applications Therapeutiques Theraplix in their intermediate appeals; Confirms the writ against which appeal is submitted insofar as — 10-

TRANSLATION OF IDCUMENT No.NJ-6978 CONTINUED

(page 16 of original contid)

some establishes the nullification of the various agreements and contracts mentioned above, with all the legal consequences, and furthermore insofar as same orders the immediate return payment of mounts paid by the companies Rhone-Poulenc and Specia, and furthermore insofar as same declares as nullified the subscription on the part of the I.G. Farbenindustrie, instead of Rhone-Poulenc, of the increase in capital, which was carried out in accordance with the agreements mentioned;

States that there is no reason for an examination by experts and that the final addresses of the parties submitting the intermediate appeal are acknowledged;

(page 17 of original)

States, in favor of the companies Specia, Rhone-Poulenc and Theraplix, that the State property administration admits that on account of article 1 of the decision of 9 June 1945, the agreements of 30 December 1940 and of 19 February 1942 are mull and void, because they were concluded under the pressure of the occupation power; States, in favor of the Societe des Usines Chimiques Rhone-Poulenc, that it does not demand a commensatory payment between the amounts of 42.010.346 France (consisting of 11.161.452 France and 31.540.452 Francs) which was paid by these companies to I.G. Fartenindustric on account of the squashed agreement of 30 December 1940, and on the other hand of 24,440.000 Francs, emount of the subscription on the part of the I.G. Farbenindustrie of the new shares made on account of the squashed agreement of 19 February 1942; States that the administration of State property shall hand over the shares subscribed by the I.G. Fertenindustrio to the Seciete dos Usinos Chimiques Rhone-Poulenc against a payment of 24,490.0 / (page 18 of original) Francs; States that the costs of the main- and intermediate appeal are to borne equally by the party submitting the appeal and by the commanies mentioned; States that the legal advisors in that affair are to receive the foos to which they are entitled from these costs. Pronounced at the Court of Appeal at Paris, On Tuesday 4 June 1946 In the public session of the third Senate, at which were present; Honsiour BRU, Presiding Judge Hossiours SUZANNE, PEYRAUD and DRALS associate judges In the presence of Honsieur ASEE, Gen ral Public Presecutor, Rogistrar Me. CARCH. For these reasons, the President of the French Republic orders: All bailiffs, asked to do so, to carry out this sentence, the General Public Presecutors and the Public Presecutors of the Ropublic at the Courts of first instance to supervise the execution. "Il commanders and officers of the public force

TRANSLATION OF DOCUMENT No.NJ-6978 CONTINUED

(page 18 of original)

to render their assistance, if they are asked to do so in the legally prescribed manner. For confirmation, the original of this sentence has been signed by the Presiding Judge and the registrar.

Registered at Paris
On 10 June 1946
No. 530
Received 100 Francs
signed; GCMCVD

For the Court Illegible signature Stamp.

CERTIFICATE OF TRANSLATION

9 October 1947

I, Lee RATZERSDEFFER, Civ.No. 483, hereby certify that I am a duly appointed translator for the French and English immgages and that the above is a true and correct translation of the document No. NJ-6978.

Leo RATZERSDORFER Civ.No. 483.

- 12 -

TRANSLATION OF DOCUMENT No. MI-9592 CFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

The year nineteen hundred and fourty seven The eleventh day of April We, Charles GERTH FFER, Deputy for the Public Prosecutor with the Tribunal of the Seine, Delegate

of the Minister of Justice to the Chief of Counsel for War Crimes,

having been assigned to the Ministry of Justice at Paris, M. Marion, Director of Civil Affairs, presented us with the copy of an ordinance of the Parisian Court of Appeal dated 4 June 1946, confirming the decree of the President of the Civil Tribunal of the Seine dated 15 Cotober 1945, declaring null and void the agreements concluded between the "Rhone Poulenc" and "Specia" Companies on the one side and the "I.G. Farbenindastrie# on the other side. The ordinance was final and not subject to appeal.

The said copy having been photographed, we have countersigned the photostatic copy in order that it may be attached to the present official report.

Signature: C. Gerthoffer

CERTIFICATE OF TRANSLATION

30 September 1947

I, BREYL C. BESMICK, AGC No. D 127450, haveby certafy that I am a duly appointed tree-lawer for the French and English languages; and that the above is a true and corrupt branchetics of the document No. NI-9532.

10. No. 3 427450

MILITARY TRIBUNAL NO.
CASE NO.
Presecution Document Book No.

English



INDEX TO DOCUMENT BOOK LXI

COUNT II - SPOLIATION FRANCE.

(ALSAC :-LORRAINE)

(MISAC ,-LOARAINE)			
Exhibit	Document	Description_of Document	Page No.
	NI-2567	Decree Concerning the Proper Management and Administration of Enterprises and Businesses in the Occupied Territories, 23 June 1940; published in the German Official Gazette for Lorraine, No. 1, page 8, of 24 August 1940.	1
	NI-8484	Excerpt: Decree Concerning the Taking Over and Utilizing of French Property in Alsace, 1 December 1941; published in the Garman Official Gazette of the Chief of Civil Administra- tion in Alsace, 3 December 1941, p. 711.	5
	NI-8309	Decree Concerning the Realiza- tion of Enemy Property in Lorraine, 28 July 1943; published in the periodical "Westmark-Wirtschaft" (Westmark Economy), No. 17, of September 1, 1943.	6
	NI-4847	Minutes of the Extended Dyestuff Committee, signed von Schnitzler, 17 April 1941; reporting on the lease of the Muchhausen plant of Societé des Produits Chimiques et Matières Colorantes de Mul- house to Farben's newly organi- zed Muchhauser Chemische Werke G.m.b.H.	9
	NI-8483	Copy of loase agreement between Farben, (signed by Farben lawyer Kuepper and Farben director Ekkert) and the Commissar of the Muchausen plant of Societé des Produits Chimiques et Matieres Colorantes de Mulhouse, May 8, 1941.	15

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Page Exhibit Document No. _ Description of Document No. Excerpt from cortified copy of NI-8482 sele contract between the Chief of the Civil Administration Alsace and Farbon, signed Kuep-per/Eckert, 14 July 1943: transferring the Muelhausen plant to Farben. NI-8360 Letter from Techn. Buero (Technical Office) Paul Pfeil to Vereinigte Sauerstoffwerke G.m.b.H., 18 November 1940: reports on conversation with Dr. Decker, representative of the Chief of the Civil Administration in Lorraine, as to the best way of transferring the Diedenhofen oxigen plant to Farben. NI-8159 Copy of letter from Farben's Legal Department Chemicals, signed Ludwigs (Farben direc-tor) and Hoyer (Farben lawyer) to Jachne and others, 2 Decem-ber 1940: expresses doubts whether plant Diedenhofen can be bought rather then just leased. Copy of letter from Farben's Sales Combine Chemicals to NI-8165 Wurster, 27 December 1940: mentioning difficulties in connection with the anticipated lease of the Diedenhofen plant, and asking Turster to assist Vereinigte Saueratoffwerke G.m.b.H. in its efforts to procure such lease. Copy of letter from the Chief NI-8164 of the Civil Administration in Lorraine to turster, 13 January 1941: advising that Vereinigte Sau-erstoffwerke G.m.b.H. was

the Diedenhofen plant.

granted permission to lease

Exhibit Document Page No. _ _ No. _ _ Description of Document _ _ No. _ NI-8158 Copy of memo from Farben lawyer Mayor-Wegelin to Ludwigshafen office, 21 January 1941: informing the Ludwigshafen office about intention to lease oxygen and acetylene plants in Alsace, Lorraine, and Luxembourg. NI-8157 File memo on discussion held with Chief of Civil Administration for Lorraine, 21 January 1941: draft of lease agreement concer-ning Diodenhofen oxygen plant was submitted and discussed; lease of Diedenhofen acetylene plant, however, not yet approved by Chief of Civil Administration. NI-8163 Copy of letter from Farben, signed Mayer-Wegelin (Farben lawyer) and Longenbach (For-ben employee) to Chief of the Civil Administration for Lorraine, 22 January 1941: proposing various changes in the draft of the lease agreement concerning Diedenhofen oxygen plant; in the first place, the letter states, it should be set forth that it is the intention of both parties to eventually have Farben acquire the plant.

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TRANSLATION OF DOCUMENT NO. NI=2507 OFFICE OF CHIEF OF COU.SEL FOR WAR CHIES

(Title - page)

OFFICIAL GAZETTE (Verordnungsblatt)

for

LORPAINE

Rubber stamp:

Chief Prosecutor at the District Court Netz Rubber stamp:

Office of the Prosecutor District Court Metz

1940 * Published by the Chief of the Civilian Administration * No. 1 in Lorraine.

Saarbruecken, 24 August 1940

The Fuehrer has appointed me as CHISF OF THE CIVIL AL-INISTRATION IN LORRAINE.

lly office is located in

SAARBRUECKEI, 15 HINDERBURGSTRASSE.

Decrees and announcements for Lorraine will, in future, be published in this Official Gazette.

Decrees previously enacted and still valid are reprinted herein.

Saarbruecken, 12 August 1940

Chief of the Civil Administration

Buerckel

(page 2 of original)

No. 8

Decree

on the subject of proper management and administration of undertakings and plants in occupied territories.

(Business Management Decree) dated 23 June 1940.

In order to safeguard the provisioning of the population in the occupied territories, it is necessary to maintain the entire economy to the largest extent possible. Provided no other regulations are issued for urgent reasons, all undertakings and plants in the fields of industry, food, agriculture, forestry and timber will continue to operate. In particular, the proper management and administration of the undertakings and plants must be safeguarded.

By virtue of the authority of the Fuehrer and Supreme Commander of the Wehrmacht, I decree the following:

Paragraph 1.

. The responsible heads of undertakings and plants in the fields of industry, food agriculture, forestry and timber are bound to administrate their business properly and to continue their management.

Paragraph 2.

- 1. If proper management and administration are not ensured owing to the absence of the persons in charge or for other compelling reasons, the Army Groups and the agencies explicitly authorized by them may appoint official administrator (kommissarischen Verwalter) for such undertakings and plants. The appointment of an official administrator is effected by the handing over of the certificate of appointment, to which is attached a copy of this decree. The official administrator is not entitled to transfer the official administration to a third party.
- For the duration of the official administration the rights of the occupant or proprietor or any other authorized representative or administrator are suspended.
- 3. The Army Groups or the agencies authorized by them shall, if possible, report the appointment of an official administrator to the persons named under 2 as well as to the persons entrusted with the keeping of public records (land register (Grundbuch) Commercial and Corporation register (Handels- und Genossunschaftsregister) etc.).

TRANSLATION OF DOCUMENT No. NI-2567 CONTINUED

(page 2 of original, cont'd)

Paragraph 3.

- The official administrator is authorized to represent the respective undertaking or plant in all judicial and non-judicial matters and actions that are part of the business of such undertakings or plants. The appointment as official trustee (kommissarischer Leiter) substitutes within the limits of this decree any special power of attorney required by law.
- Only with the explicit prior approval by the Army Group or by the agency authorized by it, may the official administrator
 - a) change the line of business or the legal form of an undertaking,
 - b) perform legal acts which result in the sale or liquidation of the enterprise or plant.

Paragraph 4.

It is the duty of the official administrator to apply the same care in the conduct of the business as would a regular business man or administrator. He is responsible to the agency which appointed him for all damages resulting from the violation of these duties and he may be removed from office at any time.

The costs of the official administration are borne by the undertaking or the plant. The agency which appointed the official trustee decides as to his salary and the compensation of his expenses.

Paragraph 5.

If either the proprietor or the manager in charge or the official administrator of an undertaking or a plant violates the regulations of this decree, he will be liable to imprisonment or fine or both.

Paragraph 6.

This decree enters into effect with the occupation of the territory.

THE SUPREME COMMANDER OF THE ARMY.

TRANSLATION OF DOCUMENT No. NI-2567

CERTIFICATE OF TRANSLATION

. 25 September 1947

I, Julius STEUER, No. A 442654, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-2567.

Julius STEUER No. A 442 654 Ment be ald copy of replace 18th. 61

TRANSLATION OF EXCEPTS OF DOC.NI-8484 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

official Gazette

of the

CHIEF OF CIVIL ADMINISTRATION IN ALSAGE.

1941 Published in Strassburg, 3 December 1941 No. 41.

Decree
pertaining to the Taking Over and Utilization
of French property in Alsace,
dated 1 December 1941,

Article 1.

The Chief of the civilian administration in Alsace is authorized to confiscate French property for the Reich in pursuance of the valid provisions under which said property is subject to confiscation.

Confiscation will be effected through decree of the Chief of the civilian administration in Alsace or the office authorized by him.

The value of the confiscated property is to be determined according to directives issued by the Chief of the civil administration.

Article 2.

The confiscated property may be utilized. Such utalization will be effected according to the principle of an orderly business management with consideration shown for the special interests of the war economy and the new order in Alsace.

Article 3.

The requisite legal and administrative provisions for the execution and supplementation of this decree are to be issued by the Chief of the civil administration in Alsace, Finance and Economy Department, and the Administrative and Police Department jointly.

Strasbourg, 1 December 1941

- 3

The Chief of the Civil Administration in Alsace Robert Wagner Gauleiter und Reichsstatthalter.

CERTIFICATE OF TRAUSLATION

I, MLVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of document No.NI-9484.

ELVIRA RAPHAEL AGO B 397972.

3 October 1947

TRANSLATION OF EXCEPTS OF DOCUMENT No. NI - 8484 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIEMES

DECREE

GAZETTE

of the CHIEF OF CIVIL ADMINISTRATION IN ALSACE

1941 Published in Strassburg, 3 December 1941 No. 41

Decree pertaining to the requisition and evaluation of French property in Alasca, dated 1 December 1941

Art. 1

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The Chief of the civilian administration in Alasce is authorized to confiscate French property for the Reich in pursuance of the valid provistions under which said property is subject to confiscation.

Confiscation will be effected through accres of the Chief of the civilian administration in Alsace or the office authorized by him.

The value of the confiscated property is to be determined according to directives issued by the Chief of the civil administration.

Art. 2

The confiscated property may by evaluated. Such evaluation will be effected according to the principal of an orderly business management with consideration shown for the special interests of the war economy and the new order in Alsace.

Art. 3

The requisite legal and administrative provisions for the execution and supplementation of this decree are to be issued by the Chief of the civil administration in Alsace, Finance and Economy Department, and the Administrative and Police Department jointly.

Strasbourg, 1 December 1941

The Chief of the Civil Administration in Alsace
Robert Wagner

Gauleiter and National Governor (Reichsstadthalter)

CERTIFICATE OF TRANSLATION

I, Robert E. Clark, Civ.No.B-397939, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No.NI-8484.

Robert E. Clark' Civ.No.B-397939 TRANSLATION OF DOCUMENT No.

TRANSLATION OF DOCUMENT No.NI-8209
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Excerpt from the magazing " Westmark-Wirtschaft"
No. 17 of 1 Sept. 1943 .

Utilization of enemy property in Lorraine .

The Chief of the Civil Administration has decreed
as follows in the 12. implementation order concerning
enemy property of 28 July 1943 ;

Article 1

 The utilization of property which is considered enemy property, and the property of enterprises directly or indirectly under decisive enemy influence as far as real property, plants, partnerships and objects of art are concerned, is blocked. This regulat ion is to become effective immediately.
 Exception: the utilization of such property is permissible in favor

a) of the special fund of the Chief of the Civil Administration in Lorraine

b) of war invalids and surviving dependants
entitled to provision if the necessary
prerequisites have been established by the
Chief of the transfer-agency in agreement
with the Wehrmacht Welfare Organisation and
the provision agencies as well as with the
Settlements Referent (Western Branch) of the
Plonipotentiary of the Supreme Command of the

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Wehrmacht for Settlement questions;
c) of applicant settlers who have been designated by the Reich Commissioner for the Strengthening of Germanism and admitted by the Chief

of the Civil Administration;
d) of agricultural settlers who have particularly proven themselves in the administration of

property by commission;
e) of persons who lost their liwelihood due to damages caused by the war, and of persons who were re-settled when the BITSCH parade ground was enlarged.

TRANSLATION OF DOCUMENT No. NI-8209

(page 1 of original, cont'd)

(3) The liquidation of enterprises is not considered as utilization in the sense of section I if the real property, partnerships, and objects of art belonging to the property of these enterprises remain under the administration of the transfer agency.

Article 2

Administration by commission is, as far as this is possible to be changed into leases. These leases are to be given for three years.

Article 3

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- (1) The evaluation of enemy owned real estate and enterprises is to be examined by the auditing. court of the German Reich. On the basis of this examination the Chief of the Finance Division of the Chief of the Civil Administration has the right also in his capacity as representative of the Reich intereststo apply for a new evaluation of the disposed property.
- (2) In order to carry out a re-evaluation an evaluation section is established with the state overhead construction department at Metz. Principles of evaluation are being established for the work of this department.
- (3) On the basis of the re-evaluation the Chief of the Civil Administration or the agency acting as his deputy has the right to change subsequently the sale price (taking over price). This right ceases to be valid on 31. Jan. 1944 in the case of the utilizations which took place before this regulation became effective, otherwise it ceases to be valid after six months after the conclusion of the Contract of sale.

In case the sale price (taking over price) is increased, the applicant is obliged to make the additional payment within a period determined by the transfer agency, unless he decides to cancel the contract of sale within the same period.

TRANSLATION OF DOCUMENT No.NI-8209 CONTINUED

(page g of original)

Article 4

Special decision is reserved concerning the contracts of sale which up to this day have been submitted by the transfer agency to the Chief of the Civil Administration.

Article 5

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As far as utilization is permissible according to article 1, cases with a sale value of up to 5000 RM are decided by the Lorraine transfer agency, other cases are decided by the Chief of the Civil Administration.

CERTIFICATE OF TRANSLATION

30 September 1947

I, Trude GUNTHER, Civ.No. B-397926, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the original document No. NI-8209.

Trude GUNTHER Civ.No.B-397926 TRANSLATION OF DOCUMENT No NI-4847 OFFICE OF CHIEF OF COUNSEL FOR VAR CRIMES

Minutes

No. 238

of the extended Dyestuff committee on 17 april 1941.

Present:

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Herr Dr. v. SCHWITZLER

Herr Dr. T.R MEER

Herr Dr. KUGLER

Herr Dr. KUMPBER

Herr v. BRUENING

Herr DCKERT

Herr HOPPEN

Herr JUNGBLUTH

Herr Dr. KESSLER

Herr Dr. LONHR

Herr Dr. WURSSLUIN

Herr Dr. OVIRGOVE

Harr PaBCO!

Herr Dr. PYLAUGH

Herr Dr. RUESCH

Herr SCH.J.B

Herr VOIGT

Herr WIGAMDT

Herr Dr. WINGLER

Herr Dr. AMBROS.

Herr Dr. STRUSS

Herr Dr. WESK

 Present situstion in dye business / production: shipments: sale / distribution of existing stocks and current production as laid down in the Commercial Committee's minutes of 18 March 1941.

The development of production, shipments and sale during the last months is being discussed. Until now there were no difficulties in meeting current demands - with the exception of rationed products. However, in view of the increasing difficulties in labor supply as well as the possible restriction of raw materials, this standard cannot be expected to be maintained. For these reasons strictest economy is necessary with regard to dealing with existing stocks and current production. In the case of goods where production already lags behind demand, the priority order according to countries - as laid down in the Commercial Committee's meeting of 18 March 1941 - should be strictly observed. Beyond this, provisions will at all events have to be made that army requirements,

(page 2 of original)

which are due in the near future, can be met. Adherence to the directive - lately repeated - issued to the selling centers not to supply customers with their normal requirements for more than one month is to be strictly supervised.

As to the production of Hydrosulfite the selling department would appreciate it if a considerable restriction in production could

TRANSLATION OF LOCUMENT No VI-4847 CONTINUED

(page 2 of original cont'd)

be avoided for the same reasons as led to an accumulation of stock in decentralized warehouses.

In connection herewith:

The situation in Yugoslavia

Reports on the risks in de-centralized warehouses, and outstanding debts.

The situation in Greece

Here there are practically no risks in connection with de-centralized warehouses and outstanding debts.

The importance of the five dye factories in this selling area renders it advisable to try to obtain an authorization for Herrn Bas LER, prokuriat, from the Reich Ministry of Economies and military offices concerned entitling him to adjust the production of these factories in such a way that German export of dyes and German foreign exchange proceeds will no longer be affected adversely.

The situation in Japan

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Herr HOPPEN speaks of his coming tour to the Far East and the problems arising in connection with it. A formal visit to Japan's large dye factories is considered desirable. Agreements concerning transactions should however be avoided by pointing to the war situation.

 Agreements with the French dye industry on the foundation of a German/French dye-production company.

Hembers are informed of the final agreement and of the way it is intended to implement it.

Herr Dr. WESK gives a summary report on the result of the technical commission's investigations at the plants of Villers St. Paul, Cissel and St. Denis. However, until the material collected in France has been finally sifted, it is impossible to come to any final decisions regarding fundamental questions such as:

a) valuation of the plants

b) an eventual transferring of production from German to French factories,

(page 3 of original)

 Business connections with the Basle dye factories/ State of the competition on the various markets.

The business connections with the Basle dye factories

have not changed since the last meeting.

During the latest negotiations between the German-Swiss Inter-Governmental Committee, Switzerland was granted permission to export to all receiving countries 500 tons of dyestuffs over and above those quantities which she exported in 1937 or 1938, as well as an additional 50 p to the USA. Sales departments are asked to inform the manager's office FARMER of all cases where the Basle dye factories - contrary to previous general business routine - are no longer adhering to the existing price level or are interfering with German export interests and revenues in any other way.



TRANSLATION OF DOCUMENT No NI-4847 CONTINUED (page 3 of original cont'd)

In the next meeting with the Basle dyo factories it is intended to discuss the tendencies of these firms, observed here and there, to substitute the policy of producing genuine and first-class dyes by one tending to treat cheep dyes with suitable improving agents.

4) Business connections with the Acna / Competing Firm Welegnano.

The fact that the acna sales structure, which is erranged according to countries, has changed completely since the export program of July 1939, should not give rise to further measures. The decision of the German-Italian Inter-Governmental Committee, however, must be persued further, namely to exclude in future the price ruining competition of Melegnane on the various export markets by adequate mutual agreements. Sales departments are asked — so far as they have not already done so, to inform the manager's office of all cases in which the Melegnane competition has forced down our export profits.

5) agreement with the Preger Verein.

The previous history, contents and effects of the agreement with the Prager Verein, which was ratified for a period of 8 years, limiting its activity to the Protectorate of Behenia, are explained in detail.

6) Organic chemical industry in the Alsace.

The Dyestuff Committee (Farbon Ausschuss) notes that the Muchlhausen plant of the Société des Produits Chimiques et Matières Colorantes de Mulhouse was restarted by the I.G. on april 1941 and that it has been leased to

(pege 4 of original)

the Muchlhauser Chemische ferke G.m.b.H./Muchlhausen/Alsace, which is a new foundation of the I.G.

An agreement for production facilities was concluded with the aktiengesellschaftfier chemische Industrie, Muchlhausen-Dornach. This stipulates that against a fixed number of I.G. orders this company is to cease competing directly or indirectly in the production of dyestuffs or auxiliaries until further notice.

7) Germany / Fixing of Prices.

The price reducing campaign, carried out in the beginning of april of this year is discussed.

8) The effects of the Fettal contract (in the presence of Herrn SINKEL)

MB. Astorit - BOSHES fat chemistry (see point 7 of the Dyestuff Committee Minutes of 17 Docember 1940).

Discussions on astorit which took place during the last Eyestuff Committee's Meeting are reported.

The question whether notice of termination with regard to the Fettal contract, which is due to expire on 31 December 1942, should or should not be given does not arise at present. (page 4 of original cont'd)

 Registration of foreign patents concerning dyes and textile manufacture accessories.

In view of the ever increasing economic intertwinement of Germeny, Holland, Belgium and the Generalgouvernement it would seem advisable that more consideration be paid to applications for registration coming from the three last mentioned countries. The decision, however, must be left to the patent departments when considering the importance of each individual application.

Whether in the northern countries or in the South East a change in the so far restricted registration policy is to be made, cannot be decided at the moment.

10) Dyustuff application Questions: *

In connection with this: Leunching of new products.

The Dyestuff Committee agrees to the issue of the new products mentioned below, which have been suggested by the Coloristische Kommission (Dyestuffs application Committee), as well as to the sples price given and the alterations as indicated:

ogsc)	5 of original)		
	SOURCE CONTRACTOR CONTRACTOR	Gorman Bales T	rice
		EM	
Approten C		1.40	
Poregal C		2.20	
Loonil C		2.20	
Soromin CR		3	
Igenal Na powder		1.70	
Contractor on the second		1.70	
Igopal M		1.85	
Humoctol CX olive fast color A double mixture		7.60	
		11.70	
brown fast color R doub			
	tredo mark will be		
led when the	stocks have been c	loared	
Metachrombordo R for sea	ai-wool	9,25	
Migrosin LR smer clear		3.10	
Nigrosin LS super clear		3.75	
Migrosin LG super clear		3.75	
areas and advert of the			
Dull white W	reduced to	3.50	

There is to be no special name for sigment dyestuffs suitable for Igelit dyeing.

The decision of the select Dyestuff and Chemical Committee of 17 February 1941, according to which the routine issue, as per information circurated and offersamedo, of new products which have so far not been for sale is to be postponed, until further discussion has taken place, will be upheld, as the promised Implementation Order to the Reichkommissar's Ordinance of 27 January 1941 regarding price regulations has so far not been published.

TRANSLATION OF DOCUMENT No NI-4847 CONTINUED

(page 5 of original cont'd)

11) Credits.

The Dyestuff Committee sporoves the grant of the following

Germany:

a) about M 4.000.- for the extension of the office at Aix-la-Chapelle;

b)about M 2.000.- for the provision of a three-wheel trolly "Tempo" for the sales office at Barmen;

c) about M 2.200.- for providing of a hectographer "Rotaprint R.K.L." for the sales office at Berlin;

(page 5 of original)

Protectorate Bohemia-Horavia

a) about M 735.- incresse of the credit granted on 19 September 1940 for building alterations at the Fcuergutlager Pethau;

b) about H 6.000.- for the fitting of a Reich post teleprint connection to the "Tofa" (Tearfarben-worke Aussig G.m.b.H.) Prague;

Generalgouvernement

about Zloty 6.500.- for the replacement of a small private car for the firm FULDE & Co., Warsew;

Russia shout i. 5.390.- for providing an Opel-Admiral saloon car for Herrn SCHILLER, Moscow, through the Igerusako, Berlin;

Belgium: a) shout M. 4.000.- for elterations in the G.M.C. (Générale des Matières Colorentes) building at Brusaels;

 about M. 2.960.- for the replacement of a Fist private car for the G.M.C. at Brussels;

Spain shout N.13.000.- for improvements in the office, the dressing and wash rooms in the main storohouse of "Unicolor", S.A., Barce-lone, Calle Napoles No. 270;

Itely about N. 3.000.- for the extension of the arce dycing laboratory at Via Galvani 12, Milan;

France shout H. 4.000.- for the replacement of a small private car for the Sopi (Societé pour l'importation) at Paris;

Rumania e) about Loi 6,2 mill.

" M 100.000.- for the purchase of the trade names

"Gallus" and "Clin" from the small

package dyes factory "Gallus" at Galatz,

by the "Coloranil", S.a. Bukarest;

b) shout M.11.000.- for the purchase of two Mercedes motorcars, types V 170, inside steering, for the small package dyes factory "Gallus" of the Coloranil S.A.;

TRANSLATION OF LOCUMENT No NI-4847 COMMINUED

(page 6 of original cont'd)

c) about M. 1.360.- for the purchase of automatic scales for the "Coloranil" S.A., Jukarest, to espodite shipments;

(page 7 of original)

Hungary about M. 1.580. — for the setting up of a new card index system in the storehouse bookkeeping office of the "Budanil";

<u>Argentine</u> about W. 4.600.- for the extension of the plant for diluting and blending of liquid and paste-like textile manufacture accessories;

Brasil about M. 28.400.- for new acquisitions and repairs at the factory Fraia Sáo Christovac of the allianca Commercial de anilinas Ltds., Fio de Janeiro;

Chile about M. 5.000.- for the provision of a 2 ton-lorry for the Anilinas alemanes Cia. Ltda., Santiago;

Peru shout M. 1.364.- for new acquisitions for the mixt production plant of the Cia. General de anilinas S.a., Lima.

12) Liscelleneous

MELLIANU's roports on textiles

The present monthly allowance of N. 2.000.- is approved also for 1941.

signeture: V. SCHMITLLER

CHRIFICATE OF TRANSLATION

June 5, 1947

20101

I, annotte Wallach, /hereby cortify that I am thoroughly conversent with the English and German languages and that the above is a true and correct translation of the document No MI-4847.

Annette Vallach No. 20101

HE TON

- 6 -

TRANSLATION OF DOCUMENT No. HI-8483 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

L 0-R 8 0

between

I.G. Farbenindustrie Aktiengesellschaft Frankfurt a.M.

and

Herr Dr. A. BRAUN, Sausheim,

commissary administrator of the Muchlhausen plant of the firm Société des Produits Chimiques et Matières Colorantes de Mulhouse

respectively the

Chief of the Civil Administration, Strasbourg.

TRANSLATION OF DOCUMENT No. NI-8483 CONTINUED

The Chief of the Civil Administration in Alsace

Strasbourg in Alsaco Suprechtsauer Alloo 59

The Plenipotentiary General for property belonging to persons hostile to the nation and the laich

Leaso

between

Herr Dr. A. BKAUN, Sausheim

- in the following called 'lessor' for short -

as commissary administrator of the Muchlhausen plant of the firm Societé des Produits Chimiques et Matières Colorantes de Muhlhouse, Paris, Boulevard Haussmann 143/kue du Helder 17, appointed by the Chief of the Civil Administration Strasbour;

and

the I.G. Farbenindustrie Actiongesellschaft, Frankfurt a/il.

- in the following called 'I.G. ' for short -

the following is being agreed upon with the approval of the Chief of the Civil administration of the Alsace - department for Finance and Economy - as well as the Planipotentiary General for property belonging to persons hostile to the nation and the Reich:

Article 1

With effect as of 1 April 1931 the lessor lets on lease to I.G. the following items belonging to the plant Muchlhausen of the Societé des Produits Chimiques of Redières Colorantes de Mulhouse, Paris, Boulevard Hausmann 137 and du Helder 17

- a) the premises in Muchinauser resignated in the lendregister extract and the man enchange A) as well as the premises Morzauweg 43;
- b) the premises and buildings on them as well as the plant installations machines, aware tus etc. and other items belonging to them as sentioned in the inventory according to enclosure B) as well as the 2 columns necessary for the destillation of benzel which are still in France and for the return of which no government is given;

(page t of original)

c) the installation of the scientific and technical laboratories and the libraries belonging to these laboratories, which might eventually be returned, as well as the office installations on the premises as mentioned in a);

THAN SLATION OF DOCUMENT No. NI-8483 CONTINUED

(page 2 of original, cont'd)

d) all industriel patents, licenses, secret processes and rights resulting from registered trade names;

(illegible handwritten noto) (underlining

e) other items (with the exception of the items sold as per Article 7) which are to be found on the premises as montioned under a), as well as all industrial rights such as right of water rights etc. (as far as nothing else results from the following Articles) and business connections, in handwriting) which serve the running of the plants situated on the premises as mentioned under a).

> The letting on lease is effective as of the state of affairs of 1 April 1941. The I.G. declares that they know in detail of the conditions concerning the leased premises, buildings, installations and other items and that they take over the objects to be leased at their present condition. Be guarantee is given for any objects to be leased.

Article 2

The I.G. undertakes the obligation to keep in proper condition the leased premises, buildings, installations and other items.

The I.G. is entitled to the unlimited use of the leased premises, buildings, installations and other objects for their own purposes. They are entitled during the duration of this lease contract to rebuild and alter at their own costs the leased buildings, installations end other itoms as well as to eroct o. the leased premises new buildings and installations and to return again now buildings and installations.

For the investments such as buildings and apparatuson by the I.G. during the duration of the latter, and insofer as the leased objects will not be bought to article 10, the I.G. will be reimbursed by the leasts of the termination of the lease, if they actually increase the select of the leased objects at the termination of the lease ever and thove the then progent value, which according to article 10 10 this contract amounts for the whole of the leased objects to RM 235 500 - as per 1 April 1961, and in consideration of description as to con-surption and the purpose for which it has been used up to that

(mena 3 of original)

If a justified interest on the bark of I.G. exists, they are allowed to remove from the line, promises such installations which were newly eracted before the ter ination of a time limit of 6 months after the cossation of the lease, and at their own costs and under re-establishment of the old conditions.

TRANSLATION OF TOGULERT No. NI-8483

(page 3 of original, cont'd)

(handwritten) quarterly or yearly rent?

Article 3

The rent for the objects and business connections rented under Article 1 amounts to the annual sum of RM 66.000.— (in words: sixty-six thousand Reichsmark). It is to be paid at the end of each quarter year to the Plenipotentiary General for the property of persons hostile to the nation and the Reich, to his account at the Bedische Bank, Strasbourg branch.

Article 4

The I.G. takes care of all public and private payments of any kind which fall due during the time the premises are being leased. The same applies to such public payments which may be asked for anow.

The amounts for dues and costs for the maintenance and the protection of industrial patents fall solely to the I.G. The I.G. alone have to decide on the protection of the industrial patents. If a patent is to be dropped, an agreement between the contracting parties has to be reached.

(underlining)
in hendwriting)

Article 5

As fer as nothing else has been stipulated in this content, no liabilities and claims of the Societe des Produits Chimiques et Matières Colorantes de Mulhouse will be taken over by the I.G. The bank credits and the amounts of cash in hand on 1 April 1941 will not be transferred to the I.G. The I.G. respectively the other firm mentioned in Article 5, does not enter into the contracts with the employees. However, the company mentioned under Article 6 will enter into new contracts with the three chemists there.

(handwritten) Ø assots or liabilities

(page 4 of original)

(illegib- The I.G. promises that the workers and employees of the le hand- former firms will be employed in the first instance. In this respect written the legal decrees will be the guiding principles for the contents note) of these employment contracts.

Instead of an increase which should have been computed with
the rent for the risk of the lesser and which was not put into
account when the rent was fixed, for the duration of the lease the
(underI.G. promises to pay the mansions as usual in the former firms to
lining in the circle of workeen, employees and invalids
handwho have been employed for at least 20 years in the leased plant
writing) or who will reach 20 years employment during the time the lease is
in existence. The payment of pensions will also be taken over for
the widows of the above named personnel.

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TRANSLATION OF DOCUMENT No. HI-8483 CONTINUED

(page 4 of original, cont'd)

(illegible In case the I.G. will be buying the plants the problem of how handwrit- to regulate for good the payment of pensions paid by the former ten note) plants by the I.G. will have to undergo a further agreement in further conferences.

Effective as of 1 April 1941 and for the duration of the lease the I.G. enters into the following contracts of the Ste des Produits Chimiques et Matières Colorantes de Mulhouse:

1) Lease with the couple Heilmann-Muchlhausen dated 9 September 1938 - as adapted to the altered conditions

(three ille- 2) Contract Fo. 2152 with the Alsatian Administration of gible hand- Railroads dated 1928 and 1935

words)

- Contract for the supply of electric current from the Oberrheinische Elektrizitaets-Teschlschaft dated 1931.
- 4) Storage- and transportation contract with the Chemische Fabrik (chemical factory) at Phenn and Muchlhausen.

Article, 6

The I.G. is entitled to exert the rights embedded in this contract by a company which they will establish for the purpose of managing this business.

(page 5 of original)

Article 7

The lessor sells to the I.G. on 1 April 1941 all available and for the purpose of running the plant necessary raw materials, auxiliary materials and fuel, preliminary and intermediary products, half finished and completed products belonging to the plant in Machinausen, also technical and wrapping materials and material for packing on loan at the price of RM 319 400.— (in words: three hundred and nineteen thousand and four hundred RM) without guaranteeing any legal or actual completeness.

The following vehicles are being sold too:

- a) passenger car Paugeot Fo. 817 PB 3 10 PS
- b) truck Sauror Fo. 1490 PB 2 17 P6 truck Ronault Fo. 6933 PE 3 15 P5 able to carry 4 tons truck De Dion Bouton Fo. 5217 PE 10 PS able to carry 600 kilo
- c) tractors: "Knox" 28 PS
- d) trailer: one trailer for the tractor without rubber tires, meant for transportation inside the plant.

(page 5 of original; cont'd)

Also sold are all supplies in the stores at Reichenber; and Vienna, as well as those supplies stored in the occupied French territory, insofar as these were composed from new consignments which were made after the requisitioning had come into force.

The parties agree that possession of the sold items is being transferred to the I.G. effective as of 1 April 1941. The I.G. is entitled and empowered to take possession of the items sold. The sales price is to be paid to the chief of the Civil administration in Alsace - the Plenipotentiary General for the property of persons hostile to the mation and the Reich, Strasbourg, Empowechtsaueralloo No. 59 - at the Badische Benk, Strasbourg branch.

(page & of original)

Article 8

During the time the I.G. has leased the objects the I.G. has to insure these objects properly at their expense. They do not enter into the insurance contracts of the lessor, respectively of the Ste dos Produits Chimiques et Matieras Colorantes de Mulhouse.

Article 9

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The contract is being concluded effective as of 1 April 1941 for an indefinite period and can be recalled at a term of six months before the end of the year. The I.G. is at any time entitled to recall the contract, the lesser, however, not before 5 years have clapsed, and only earlier in the case that a general requiration has come into force concerning the treatment of French assets in the Alsace, which contradicts the maintenance of this contract and the German authorities have thus requested to terminate this contract.

Article 10

The lessor promises to sell the lessed objects and the business connections as lessed under article 1 to I.G. as seen as the general legal regulations or general official decrees allow it, and that on request of the I.G. which has to be made latest before the lesse expires. In the sales contract it has to be provided for that:

- 1.) assets and liabilities resulting from the objects sold are being transferred to the I.G. with the date of the conclusion of the sales contract
- 2.) possible actual rights of third parties to the items sold have to be settled.

TRANSTATION OF DOCUMENT No. NI-8483 CONTINUED

(page 6 of original, cont'd)

If the I.G. has requested to purchase the leased objects, then the lease as laid down in the above articles ends with the time of the transfer of assets and liabilities according to the sales contract.

The value which the leased objects had on 1 April 1941 will be established as the sales price, namely the amount of RM 834.500.as computed in February 1941 in the opinion of the Chemic-Levisionsund Treuhandgesellschaft m.b.H., Berlin.

(page 7 of original)

At the sale the I.G. has to be credited with amortisation amounts contained in the rent and which have thus been raid, namely an amount of RM 32.600.- per annum (in words: thirtytwo thousand and six hundred RM).

Article 11

For the duration of the lease the Plenipotentiary General for property belonging to persons hostile to the nation and the Roich is entitled to inform himself on the conditions of the plant by personal information and visits to the plant, safeguarding the interests of I.G., and to keep himself posted. The I.G. premises to give the necessary and desired explanations.

Article 12

Alterations of and supplements to the contract have to be effected in writing.

The costs for this contract inclusive the opinion are being borne by the I.G.

Article 13

The parties agree that the regulations of the German Lew shall apply to their legal relationship.

Article 14

If any differences result from the lease, or if no agreement can be reached at the conferences, then the parties will submit to an arbitration committee. The chairman of the arbitration committee is to be nominated by the president of the Industric-

TRANSLATION OF DOCUMENT No. HI-8483 CONTINUED

(page 7 of original, cont'd)

und Hendolskammor (Board of Trado) in Strasbourg, and one assessor each by each of the parties.

Strasbourg, 8 Way 1941.

Chimiques ot Matieros Colorantos do Milhouse

The commissary administrator The lessee; of the firm Ste des Produits I.G. Farbenindustrie Aktiengesellschaft

signed A. BRAUN

signed KUEPPER for ECKERT

Cortified:

signed Dr. SCHUELE, lawyer.

CERTIFICATE OF TRANSLATION

30 Soptombor 1947

I, E. ROSENBERG, Civ. No. 20 076, hereby certify that I am a duly appointed translator for the Gorman and English languages end that the above is a true and correct translation of the document Ho. NI-8483.

> E. ROSENBERG Civ. No. 20 076.

- 8 u ENDu

TRANSLATION OF EXCERPTS OF DOC. HI-8482 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

14 July 1943

Sales - Contract.

10. 39.807 405/43

Concluded

in Strasbourg in the business offices of the Head of the Civil Administration - the General Plenipotentiary for Property of Enemies of the People and Reich - , Ruprochtsauerallee 52, 56 und 59,

> in the year nineteen hundred and forty three, on the fourteenth of July,

> > before

the notary Albort DURING, at his office in Mulhausen, appoared:

1. Fritz NORSTADT, atternoy, Ruprochtsauerallee, Strasbourg,

acting for the Head of the Civil Administration - the General Plenipotentiary for Property of Enemies of the People and Reich - by virtue of full powers conferred on the present attorney Herr Merstadt by Oberregiorungerat Walter S P A E T H , in Strasbourg, 59, Ruprochtseucrallee, acting in his capacity as head of the agency "The Chief of the Civil Administration in Alsaco - the General Plenipotentiary for Property of Enomics of the People and Reich - ", and recorded in the instrument drawn up by notary Dr. Josef Frey in Strasbourg, on 28 October minotoen hundred and forty two (Rept. 1318).

First shoot (Initial): illogible

(page 2 of original)

a certified true copy of a duplicate of which instrument, granted on 2 November 1942, is attached hereunto.

2. a) Director Dr. Gustav K U E P P E R , (Dr. jur.) b) Horr Albert E C K E R T , authorized agent, residing in Frankfurt-on-Main.

noting as representatives of the firm "I.G. FARBENIFDUSTRIE, Aktiongosollschaft, which has its head-office in Frankfurt-on-Main, in their capacity as authorized agents for the above-

(page 3 of originals)

lished in

the Decree of the Chief of the Civil Administration concerning the Taking Over and Use of French Property in Alsace dated 1 December 1941 (Verordnungsblatt Page 711) in connection with the provisions issued for the implementation thereof.

By virtue of the convoyance disposition of the twenty third of June mineteen hundred and forty three, a certified true copy of which is attached to the present instrument, the plant in Hulhausen is taken over for the account of the German Reich.

I. Attorney Morstadt, acting for the Chief of the Civil Administration as General Plenipotentiary for Property of Ememies of the People and Reich, hereby sells to I.G. Ferbenindustrie Actiongosellschaft in Frankfurt-on-Main, on whose behalf the above-named representatives accept, those property values which are designated in Paragraph 1 of the Lease Agreement of 8 May 1941, namely:

	n) the following premises, situated in Mulhausen:
 ito.	(page 6 of original) b) the buildings, plant installations, machines, apparatus at present on the site, as well as all objects of equipment.
••••	ii. The purchase price emounts to oight hundre

(page 7 of original)

and thirty five thousand

five hundred and eighty Reichsmark eighty Pfennig. HI 835.580.80.

The purchase price consists of the following items:

TRANSLATION OF EXCERPTS OF DOC.HI-8482 COPT'D.

(page 9 of original)
VI. Apart from the liabilities and claims set out in Para- graph II of the present agreement the purchaser does not take over through the purchase of the plant in Mulhausen belonging to the firm "Societé de Produits Chimiques et Matières Colorantes de Mulhouse", Paris, any liabilities whatseever which are directed against this corporation or against the administration thereof by public commissioners.
The purchasor takes over entirely all payment of pensions, if any, with respect to employees and workers in the Mulhausen plant.

(page 12 of original)
In accordance with the decree issued by the latter (the Chief of the Civil Administration) on 23 June 1943 the signing of the Sales-Contract by the representative General Plenipotentiary for Property of Enemies of the People and Roich shall denote the approval of same.
Herewith the present Instrument, having being read by the notary, and approved by the parties present was signed personally by them and by the notary.
Signed: (typed signatures): Fritz Morstadt, Dr. Gustav Kuopper, Albert Eckert, A. Duering.

CERTIFICATE OF TRANSLATION
I, DOROTHY E. PLUBIER, USFET 482, hereby certify that I am thoroughly convergent with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI - 8492.
7 October 1947 DOROTHY E. PLULLIER USFET 482.

(575)

TRANSLATION OF EXCERPTS OF DOC.NI-8482 CONTID.

(page 13 of original)

Enclosures

October 1942

I.

Of 28 October 1942

Power of Attorney.

Rest. Ho. 1316.

6

Recorded in Strassburg, Ruprechtsauerallee 59 in the office of the General Trustee for Enemy Property in Alsace,

in the year 1942 on the 28th day of October.

Appeared before me, the undersigned notary dr.juris Josef Frey, with office in Strassburg, known to me.

Oberregierungsrat Walter Spaeth, domiciled in Straseburg, Ruprechtsauerallee 59,

acting in his capacity of head of the office of the "Chief of the Civil Administration in Alsace - General Trustee for Enemy Property in Alsace".

The latter made the following statement, to be put on record:

l. In my above-mentioned capacity I am entitled according to Paragraph 10 of the Decree concerning Enemy Property in Alsace of 16 December 1941 and the first Decree for the Application of the Decree concerning the seizure and utilization of French property in Alsace of 15 June 1942 to administer sequestrated enemy property in so far as it is not in the possession of enemy states or public corporations and to take over and administer sequestrated private French property. (page 14 of original)

Within the scope of this my competency I may dispose of the sequestrated property and undertake all legal transactions affecting this property.

(Rechtsanwalt) Fritz Morstadt, demiciled in Strassburg, Ruprechtsauerallee 59, full powers and assignment to represent
ne within the scope of my powers of disposal and especially
to dispose of real property and claims ad ron on the latter
and to this end to conclude all agreements, make all necessary
statements for application in accordance with the Land
Registration Law and to make all applications to this effect
to the Land Register Office.

TRAFSLATION OF EXCERPT OFDOC.NI *8482 CONT'D.

In witness whereof,

the document having been read before him, the person appearing approved the above and signed it with his own hand, with the notary, as follows:

Signed: Walter Spaeth

Dr. Frey.

-.-.--

For identical copy Strassburg, 2 November 1942.

Notary:

(page 15 of original)

(Seal) Signed: Dr. Frey

-1-1-

For correct signature

The Motary:

(Seal) Signed: A. Duering.

II.

The Chief of the Civil
Administration in Alsace
The General Trustee for
Enemy Property.

Decree concerning Seisure,

D 108. On the basis of Paragraph 1 of the Decree concerning the seizure and utilization of French property in Alsace of 1 December 1941 (VBL. P.711) and the First Order for the Implementation of the same of 15 June 1942 (VBL.S.201) and the Implementary Orders further issued, it is decreed:

ī.

The land, including the buildings thereon, registered in the land register of Maelhausen, F.6796, as-of 18 November 1942, 4,30 p.m., in the name of the firm Societe de Produits Chimiques et Matieres Colorantes de Bulhouse, Societe Anonyme (limited company), in Paris, as follows:

(page 15 of original)

d) Land register Mo. 49, Merzauweg No. 43, 55, 41 (back, factory and existing factory installations, secret processes

TRANSLATION OF EXCERPTS OF DOC.NI-8482

and stocks consisting of raw materials, intermediate products, finished products, coals, packing and technical material are seized for the

G ernan Reich

as of 13 July 1940.

The abovementioned assets are simultaneously transferred to the ownership of the German Reich.

Strassburg, 23rd June 1943

(L.S.) Signed: Spaeth Oberregierungsrat

Signature certified; (Seal) Signed; Signature

Certified true copy.

Notary:

(Stamp) -Albert Duering Motary in Muelhausen. (Signature); A. Duering.

CERTIFICATE OF TRANSLATION

I, NOVA A.H.NECLEOD, MEP 38347, hereby certify that I am thomoughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document Fo. FI - 8482.

10 October 1947

6

MOYA A.H.MACLEOD MEP 38347.

(END)

TRINSLATION OF DOCUMENT NO.NI-8360 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

To

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Vereinigte Sauerstoffworke G.m.b.H. Hoad Office Borlin Report No.704 Sender:

Dopt .: Directorate

Saarbruccken Agency Date: Nevember 18, 1940

Ref.: Longine
Firm and/ or subject

Our ref.: Dr.P.

Your communication No.: . . . dated Your ref. . . . 31 . . .

As we have already informed you to-day by telephone, the undersigned conferred with the commissioner of the Civil Administration Chief in Lorraine, Herr Dr. Docker, on Nov. 16, 1940 at Metz. As arranged, Dr. Docker's attention was drawn to the difficulties which are se in the resettlement area Saar with regard to exygen supplies, and which can definitely be expected to occur in Lorraine as well, unless suitable precautions are taken in good time, such as, for example, expansion and modernising of the factory at Diedenhofen and enlargement of the existing cylinder dump. At present 12 blast-furnaces are working in Lorraine; according to data in our possession 66 furnaces were working before the war (we shall send you a copy of the map showing the location of the blast-furnace industry to-morrow). As the Diedenhofen factory is at present just able to/most the current demand for exygen (under withdrawal of all available cylinders) it is not difficult to see where our future difficulties lie. We succeeded in explaining those difficulties to Herr Dr. Decker, and he — as disinterested expert — was grateful to us for pointing them out to him again so clearly. He therefore told us that he would immediately take up the matter and give it priority.

According to Horr Dr. Decker the transfer arrangements for the Diedenhofen factory in accordance with the lease contract submitted are unfortunate, in so far as this lease contract offects the first transfer of a factory of Lorraine, to I.G. of all people, the biggest German concern. As a result of this the Civil Administration Chief might be accused of favoring the large concerns at the expense of the medium sized and small ones which are still being kept waiting. For this purely formal reason it would be better to entrust factories of Lorraine to smaller German firms first. The reasons which prevent an immediate solution are therefore not objective but psychological ones.

It was determined during the conference that the intended method of employing a lease centract did not necessarily offer the nest desirable solution. Herr Dr. Decker intends to find enother way in which you could semehow be assured of obtaining the two plants which are being managed by Herr Langer as trustee. If some simple, workable method can be found, suitable proposals will be submitted to you. Herr Dr. Becker intends to consult Regioningspraesident Dr. Barth.

219

LILLISLATION OF DOCULENT NO.NI-8360 CONTINUED

(page 2 of original)

In connection with this conference with Herr Dr. Docker, the brother of the undersigned drew his attention to the "Decree for the Protection of the Orderly Economic Development in Lorraine, dated October 10, 1940", published in the "Official Gazette (Verordnungs-blatt) for Lorraine" No.6, dated October 15, 1940, copy of which we enclose. Employing the possibilities offered by this decree, the following method could be found for the purpose of circumventing the purely formal objections: the order given to Herr Langer as trusted must be withdrawn or altered in such a way that Herr Langer would be employed as liquidator. The liquidation could be carried out by order of the Civil Administration Chief. The Civil Administration Chief would then grant you permission to establish or reestablish the factory or factories in question and to purchase the plot at Diedenhofen. The decree queted above presumably offers an opportunity for this. An amendment and implementation draft of this decree is already in existence, draft copy of which we can also send to you. As far as we know this draft will come into force as a decree in the next few days.

We subsequently submitted these considerations to Herr Dr. Decker, and he admitted that this did offer an eppertunity of preventing an undesirable precedent. He will investigate this matter further as well, and at a further conference he will give us an opportunity of stating the final decision, i.e. he will let us know the quickest possible way of establishing the conditions necessary for enabling you to undertake all the steps necessary to ensure proper supplies of exygen to formaine.

Although — as was to be expected — the matter could not be settled in additionable, we can at least be sure that the danger in question has been recognized, and that the Civil Administration Chief on his part would do his best to solve the problem as soon as possible. As soon as the solution can be clearly seen you will immediately be notified. In the meantime it might be of advantage to us to know your opinion, at least in outline, in order to give us an opportunity of preparing and directing proceedings along those lines.

Technical Office Paul Pfeil Signature: PFEIL (?)

Date in: 20 Nov. 1940.

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TRANSLATION OF DOCULENT NO.NI-8360 _ _ _ CONTINUED_ _ _

(page 3 of original)

Official Gazotte for Lorraine Published by the Chief of the Civil Administration in Lorraine.

Scarbrucken, 15 October 1940/ No.6

DECREE FOR THE PROTECTION OF THE ORDERLY ECONOMIC DEVELOPMENT IN LORRAINE.

In order to ensure the orderly economic development in Lorraine it is decreed as follows:

Paragraph 1.

(1) Persons and legal entities must obtain official permission for the a) acquiring of agricultural or forest land or land destined for industrial use in Lorraine,

b) acquiring, leasing or renting of undertakings, plants or parts thoroof in Lorraine,

c) acquiring shares of or otherwise participating in undertakings

or plants in Lorraino,

(

d) octablishing or taking over of undertakings, plants, branch agencies (main and subsidery branches), plant sections, commission agencies, sample delivery agencies and similar agoneies in Lorraine or the transferring of them within, into, or from Lorraino,

c) industrial or commorcial expension of undertakings, plants or

parts thereof, located in Iorraine.

- (2) Acquisition by way of donation, or distraint or realization of plodged values is considered acquisition in the sense of clause 1 lottors a) to o).
- (3) The re-opening by the fermer ewner of undertakings, plants or parts thereof, which on 1 September 1939 were Lorraine property, is not considered a new establishment in the sense of paragraph 1 d unless it involves department stores, one-price stores, standard price stores, low-price stores or other undertakings, branchestablishments, mail order houses, plant cooperatives, cooperative societies, characterised by a specific price policy.
- (4) In the field of industry, expansion of industrial plants, and in the field of correct the expansion of sales agencies, forwarding agencies, packing agencies or warehouses or the extension of the kinds of morehandise offered for sale are considered as expansion within the meening of clause 1 c.

(page 4 of original)

(5) Likewise subject to official permission is the conclusion of principle inary contracts portaining to contracts which require an official permission according to clause 1, and all logal transactions whereby, directly or indirectly, the decisive economic control is obtained or is to be obtained ever undertakings or plants in Lorraino.

TRANSLATION OF DOCUMENT NO.NI-8360 CONTINUED

(page 4 of original, contid)

Paragraph 2

Undertakings, plants or parts thereof, located in Lorraine, may be closed down temperarily or permanently, or their production reduced, if such measure is required in the common interest. No compensation will be granted for any damages in connection therewith unless otherwise decreed. Legal proceedings are precluded.

(1) Paragraph 3

(4)

- (1) The Chief of the Civil Administration or the agencies authorized by him will grant permits in accordance with paragraph 1 and take measures in accordance with paragraph 2. Any obligation to obtain a permit in accordance with other regulations remains unaffected.
- (2) Conditions or orders (Auflagen) may be attached to the permits granted.

Paragraph 4

The validity of legal transactions which require an official permit under paragraph 1 is subject to the granting of such permit. If application for such permit is not filed within one menth of the conclusion of the transaction, the permit is considered to have been refused.

Paragraph 5

- (1) Whoever acts in contravention of this decree or of any measure taken in accordance therewith and furthermore, whoever concludes transactions or performs acts, by which the purposes of such measures are directly or indirectly evaded or would be evaded, will be liable to punishment by the Chief of the Civil Administration or by the agencies authorized by him by fines to an unrestricted amount. Hereever the temperary or permanent prohibition of the business operations concerned may be ordered.
- (2) In addition, police action may be applied against contraventions.

Paragraph 6

This decree comes into force retreactively as of 13 June 1940. At the same time all regulations to the contrary become void.

The Chief of the Civil Administration in Lorraine

Buerckel

"A cortific true copy"

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TRANSLATION OF DOCUMENT NO.NI-8360 CONTINUED

CERTIFICATE OF TRANSLATION

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1 Octobor 1947

We, ARTHUR MACNAMARA, ETO No.20191 and JULIUS J. STEUER, AGO No.A-442654, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the document No.NI-8360.

ARTHUR MACNAGEA, ETO No. 20191

JULIUS J. STEUER, AGO No.A-442654.

TRANSLITION OF DOCUMENT No.NI-8159 OFFICE OF CHIEF OF COUNCIL FOR TAR CRIMES

I.G. FARBENINDUSTRIE AKTIENGESSILSTWAFT, FRANKFURT(MAIN) 20

Dr.H/M.

Direktor Jashne, I.G. Ferbenindustrie Aktiengesellschaft, Frankfurt a.Main- Hoochst

Vereinigte Seuerstoffwerke . .b.H., Berlin SN 11.
Trebbinerstr. 9

Gesellschaft fuar Linde's Eismaschinen A.G., Hoellriegelskreuth

I.G. Ferbenindustrie Aktiengesellschaft, Werk Autogen, Frankfurt a. Main- Griesheim.

Legal Department Chemistry, 2 December 1940.

Lorraine.

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We refer to the letter of the Vereiniste Squerstoffworke (VSV) of 22 hovember 1940, in which the VSV informed us of the views of Dr. Ffeil.

We should of course also be pleased if, instead of the leasing of the Diedenhefer Works, the plan could be carried out of liquidating the old firm and selling the works to our Group. The do not think, however, that the ideas of Dr. Pfeil on the subject will lead to such a settlement. If the head of the Civil administration has objections on general grounds to granting a lease to the I.G., it can be assumed that there will be still greater objections to selling to us the machinery and other inventory and to granting our company permission for the building or re-equipping of the plant or plants concerned as well as to the accommendation of the site; for a lease is, of course, compared to a property transfer, the mach weaker form of acquisition.

The order of the Chief of the Civil administration of 15 October-1940, of which we are aware, also envisages the settlement of cuite different cases. In the first place, the passing of Lorraine economy too much into foreign control has to be avoided. The possibility of closing down undertakings situated in Lorraine, in accordance with Para. 2, has only to be contemplated

(page 2 of original)

when such a closing down or restriction is urgently called for in the common interests. It would, however, certainly not conform with the object of this regulation to liquidate a Lorreine firm, in order, in a roundabout way, to facilitate the management of the works by a Reich-German. That would be an evasion. To cannot imagine that the Chief of the Civil Administration regards this idea a practicable.

It joes without saying that everything, however, will continue to be done to obtain an influence in some form or other, whether by lessing or, better still, by acquisition.

I.G. FARHENIRDUSTRIE ARTIZNGESSLLSCHAFT
signed Ludwigs signed ppa. Hoyer
Copy to Sales Combine Chemistry in House.

TRANSLATION OF DECUMENT No.NI-8159

CERTIFICATE OF TRANSLATION

26 September 1947

I, Anno MARTIN, ETO 20144, Hereby cortify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No.NI-8159.

0

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Anno MARTIN ETO 20144

TRANSLATION OF DOCUMENT No.NI-8165 OFFICE OF CHIEF OF COUNSEL FOR TAR CHIES

I.G. FARHENINDUSTRIE ARTIENGSSELLSCHAFT, FRANKFURT(MAIN) 20

Direktor Dr. Wurster Ludwigshafen

S/Ri

27 December 1940

Oxygon and .cotylene Works Diodenhofen.

We have today received from Vereinigte Sewerstoffworks (VSV) a circular in accordance with the enclosed copy. You are already acquainted with the matter under discussion, through your participation in a discussion which took place on the 8th October last at the effice of the Chief of the Civil Administration in Netz. It was then determined on broad lines that the I.G. should be entrusted with the operation on larse of the Oxygen and acetylene Works Diedenhofen and Werlenbach. In the case of Marlanbach, this has since become void. The Works are evacuated. VSV had originally intended to use Aerlenbach as a filling station for fluid oxygen, but later changed their mind, especially as the owner of the leased ground in Marlanbach claimed the land on the grounds that he required it for his own purposes. VST will remove the filling centre to the neighbourhood of Falkenberg.

As regards the Oxygen and Acetylane works in Diedenhofen, since the above-mentioned discussion with the Chief of the Civil Administration in Metz, certain difficulties have arisen, owing to the intervention of an attorney, Dr. Gmelch, from a Trustee Office in the East. On the ground of an opinion given by him it has been decided in the first place to let the works in Lorraine continue for the present to be run under the management of a commissioner, in accordance with the method of administration in the East, since the position as to comership of the property was already determined beforehand in the lease contracts. To this development of the matter, it was have naturally opposed their own standardint, and it looks as though the Chief of the Civil Administration will still, after all, decide for the leasehold originally contemplated; for, in reference to the installation elsewhere of the exygen plant intended for Diedenhofen, VSV have been asked

(page 2 of original)

not to undertake anything for the present, i.e. to reserve this plant for Diedenhofen. It would be very desirable, in the interests of ensuring the sumply of the growing oxygen requirements in the Lorraine economic field, that the VSW effect the conclusion of the contemplated lease contracts. We should also therefore be very pleased if it would be possible to you to support the efforts of the VSW in this sense, as indicated in the second paragraph of the circular of the VSW of the 23rd instant.

S.LES COMBINE CHEMICALS (VERKLUFSCENSINSCHIFT CHEMIKALIEN) 36

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TRANSLATION OF DOCUMENT No.NI-8165

CERTIFICATE OF TRANSLATION

26 September 1947

I, Anno MARTIN, ETO 20144, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No.NI-3165.

Anno MARTIN ETO 20144

TRANSLATION OF DOCUMENT No. HI-8164 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES_

I.G. FARBENINDUSTRIE AKTIENGES TI SCHAFT, FRANKFURT (MAIN) 20

COPY

The Chief of the Civil Administration in Lorraine.

Saarbruecken, 13 January 1941 Hindenburgstr. 15 Long Distance Telephone: 2 93 11

Director Dr. Carl Wurster I.G. Farbenindustrie Aktiengosallschaft Ludwisshafen/Rhein_

Re: Oxygen & ..cetylene Works, Diodenhofen.

Dear Direktor,

With reference to the copy of your letter addressed to the Gaulsiter of 28 December 1940, I would inform you that in the meantime the Vereinigte Sauerstoffworke have been granted permission for the leasing of the Scherstoffwerke Diedenhofen and accordingly the projected oxygen plant for Diedenhofen is now

On promise of principle, the Chief of the Civil Administration for Lorraine has hitherto no mitted the leasing of industrial works. The lease agreement to be concluded with the Vereinigto Sauerstoffwarke is the first of this kind in Lorraine. For this reason, no other information could be given to the representative of the Vereinigte Sauerstoffwarke by Dr. Gmelch of the Transfer Office for State and Public Enemy Industrial Property at the Chamber of Commerce and Industry in Metz.

I am pleased to note that the Voreinigte Seuerstoffwerke, or, respectively, the I.G., regard it as their highest duty as leaseholders to do with the greatest speed everything necessary for the development of the plant in technical and social respects.

For and on behalf of

signed Barth Regierungsprassident

CARBON COPY

CERTIFICATE OF TRANSLATION 26 September 1947

I, 'nne MARTIN, ETC 20144, horaby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No.NI-8164.

> Anne MARTIN ETO 20144

HENDH



TRANSLATION OF DOCUMENT No. MI-8158 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES

Central Office for Contracts (Zentralstelle fuer Vertracge), Ludwigshafen/Rhine. _ _ _ _ _

Legal Pept, Shom, 21 June 1941.

Vereinigte Squerstoffwerke G.m.b.H., Berlin.

In order to complete your files, we inform you that
the Vereinigte Sauerstoffwerke G.m.b.H. are taking steps
in our name to lease oxygen plants in Luxemburg, Lorraine
and Alsace. These are oxygen and acetylene plants formerly
in French or Jewish hands, some of which evacuated before
the withdrawal of the French troops. We aim at securing
lease contracts with transfer of ownership at a later date.
Negotiations will be conducted with the chiefs of the civil
administration competent for the various areas in question
and with the chief Kommissar (kommissarischer Leiter) and,
incidentally, in agreement with our partner in the contract, Gesellschaft fuer Linde's Eismaschinen A.G.

The following plants are concerned:

Oxygen plant in Strassburg-Schiltigheim belonging to Air Liquide.

Acetylene plant in " " " " " " " Oxygene Liquide.

Oxygen plant in Diedenhofen belonging to Oxhydrique Francaise.

Acetylene plant in " " " " " " " " Acetylene plant in Rodingen belonging to Air Liquide.

Acetylene plant in " " " " " " "

Legal Dept. Chem.

(Typed signature) Mayer-Wogelin.

TRANSLATION OF DOCUMENT No. NI-8158

GERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, MEP 38346, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI - 8158.

25 September 1947

Mona A.M. Macleod MEP 38347

- t b -

Memorandum

ON CONVERSATION WITH THE CHILF OF THE CIVIL ADMINISTRATION FOR LORRAINE IN Saarbruecken on 21 January 1941.

The following were present:

Regierungsrat Dr. K oo p (only at the be-)
ginning and end of the conference)

Chief of Civil Administration

Regierungsrat Kimming

Hechtsanwalt (Attorney) Dr. Gmelch

Arnold

. Oxygen plant Diedenhofen

Director Kalbfleisch

VSW Main Administration, Borlin.

Dr. Gmelch had prepared a draft agreement, the points of which were dealt with in detail. While the Regierungsrat was present, the subjects under discussion were for the most part basic questions, including the renting of the acetylene plant in Diedenhofen. In spite of the arguments which we advanced, Dr. Koop expressed the wish that we should refrain from renting the acetylene plant. We replied that a former discussions, including the initial conference with Prof. Lucr and Dr. Becker, there was scarcely any doubt that the chief of the civil administration had also decided in favor of leasing the two plants to our group. The decision reached in the meantime by the local authorities (Mayor - Oberbuergormeister; District Chief of Administration- Kreisleiter; and District Economic Adviser - Kreiswirtschaftsfuehrer) in Diedenhofen also eduitted that the two plants constituted one entity and must therefore be leased to our group. The factual arguments which we advanced in this question were so weighty that they formed an important factor in the decision as to who was to rent the acetylene plant. We regretted that we could not oblige the chief of the civil administration in this matter and that we would have to take further steps towards the acquisition of the acctylene plant.

Dr. Koop, supported by Dr. Gwelch, whom we believe to be opposed to us on this question, thereupon pointed out that the opposing party (Iga/ Wagiro)

(page 2 of Original)

had also advanced various arguments in favor of their renting the acetylene plant and had pointed out, among other things, that Gesellschaft Linde possessed no funds of its own, whereas Iga had its own funds. An appropriate reply based on the facts was made in reply to both this remark and others, so that Dr. Koop finally decided that we should contact the Economic Advisor for the Gau (Gauwirtschaftsberater) Bocsing in Neudstadt. Should the latter be in favor of leasing the acetylene plant to our group, the chief of the civil administration would accept his decision.

Following this, Dr. Gmelch's draft contract was discussed, and objections raised by us to various points.

With regard to the length of the lease, which Dr. Gmelch had fixed at two years, Dr. Koop decided at the end of the conference that it should be fixed without further discussion at four years and could be extended for further periods of four years.

In particular, he also complained that the contract did not indicate sufficiently clearly the fact that the two contracting parties wished



TRANSLATION OF DOCUMENT No. NI-8157

the Chief of the Civil Administration to give an undertaking to sell the oxygen plant to Ferden and the latter to give a similar undertaking to purchase it. Dr. Koop's opinion on this fundamental question was that an agreement could be reached without difficulty on this matter.

In conclusion, we stated that we would now contact I.G. Farbenindustrie Aktiengesellschaft at once and would discuss the details of the contract so that if necessary we could submit a new draft contract immodiately with the modifications we desired.

(page 3 of Original)

Note:

On the morning of 22 January 1941, the contract drafted by the Chief of the Civil Administration was discussed with Rechtsanwalt (Attorney) Br. Mayer-Wegelin and Professor Dr. Holler of Farben, and the two documents enclosed were dispatched to the Chief of the Civil Administration in Metz and to Dr. Koop, along with the counter draft of the lease agreement.

With regard to the acetylene plant, Dr. Pfeil, who is well known to Gau Economic Adviser Boesing, was asked to arrange a meeting for the undersigned. A preparatory conference between the Gau Economic Adviser and Herr Arnold of the Diedenhofen oxygen plant is to take place in Dr. Pfeil's presence before that date.

Enclosures_ K/Li.

Initial

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-8157.

26 Sept.1947

MONA A.M. MACLEOD, MEP 38347.

End

TRUSLATION OF DOCUMENT FOR MI-8163 OFFICE OF QUIEF OF COUNSEL FOR AR CRI ES

5 Hardwritten names of initials illegible

Handwritton J.V. 4 Fobruary 41

To the Head of the Civil Administration for Lorraine

Notz

Chomical Logal Department

22 January 1941

Farming out of the oxygen plant Diedonhefen to the I.G. Farborindustrie A.G.

o permit ourselves to make the following remarks upon the rough draft of a lease which lawyer Dr. GMELCH has worked on and which he handed to Herr KALBFLEISCH, director of the Vereinister Sauerstoffworker (United Oxygen Plants) at yesterday's confurence in Perlin:

Fundamentally we would like to promise that, in those negotiations as also in the negotiations which led to the forming-out of the environ plants. Strassburg and Luxemburg, there is the expectation that the present farming-out is only a bridging -ever of local conditions which are at present not clear, and that, as soon as the local conditions have been cleared up, the plant Diedenhefen is to be acquired by us by purchase for our property. From this standpoint the considerable investments are to be understood, which must be made for the development of the Letheringian economy in the caygon domain in Diedenhefen, and which we beyond the limit of what one could risk in a private enterprise on the basis of a lease for a comperatively limited time. In the Strassburg and Luxemburg less a therefore the intention of both sides of a later transference of property is achored to. In the rough draft before us on the contrary only the right of proception is granted us. This settlement does not appear just, however,

page 2 of original

for the following reason: During the tenency we shall raise the plant to a high level by investments, by good technical management and by an active commercial management on the basis of our successful experi nee over many years, and in this the plant will profit from our technical approvements and the laboratory results of the other plants. The plant will also reach a higher areas secuse it will fructify the Letheringian — 1 -

page 2 of original continued

concerny by our tech ical advisory service for the introduction and furtherance of new working processes, as we have already stated earlier, in more detail, in a treatise. It is therefore essential that so should be able to make long-term arrangements. To therefore pointed out vesterday that a two-years lease is too short. You kindly declared yourself agreeable to changing the period of lease to four years and also to change the extension each time to four years. Moreover it would not be right to endanger these results of our work by the sudden selling of the plant to a third party without any consideration of our preliminary work done up to them. To therefore ask once more that a clause be inserted in the agree out that it is the intention of the contracting parties to transfer as property to the I.G. by commercial treaty the factory precises with buildings and machines, as also the installations and steel cylinders in Diedonhofen after clarification of the local lead conditions and in the framework of the local settle and to be expected concerning property belonging to one ice of the people and Reich.

For the rest we have also the following remarks to make concerning the rough draft of the lease:

0

Re. Article 1. In sub. paragraph 5 it is stated that wern-out pieces of apparatus are to be replaced by pieces of of equal value. This can lead to difficulties, because appointus installed, e.g. steel cylinders are old, and thus have not the value of new cylinders, but in the event of less cannot be replaced by other second-hand apparatus.

page 3 of original

If however a substitute is installed of new value, the surplus of value must be taken into consider tion. Therefore we ask that the sentence in question should be freed as follows:

"form out pieces of apparatus just be replaced by the lessee by pieces of equal value, if compensation is not jude otherwise."

In Sub-paragraph 6 it is provided that we add to the name of our firm. "formerly Onhydrique Prenenise, Inlateff, Paris". This addition comes into the question in our opinion for correspondence with you and other authorities in order to identify the object of the lease. In communications with customers and other third parties on the other hand, and as a title for the factory promises

page 3 of original continued

themselves, the continuation of this French firm presurably does not come into the question. Our firm is entered in the F anifurt a. . . trude register. There is no special entry for our exygen plants, and therefore an entry of our firm in the trade register in Diedenhofen does not come into the question either. If an additional entry under the firm Oxhydrique F and ise is possible according to Letharingian regulations, in accordance with which the plant in Diedenhofen is leased to us, then we are in total agreement with this being done.

Re Article 2. In sub.-paragraph 2 it is provided that the buildings to be erected by us which are firmly connected with the foundation and soil, become our property. This is not possible according to German law; rather are new buildings always the property of the actual owner of the property. It is precisely on this account that we consider it very important that the future acquisition if property by us of the whole promises is provided for in the lease - we therefore ask for article 2 Sub-paragraph 2 to be struck out and repeat our request, the reasons for which we gave at the beginning, for a contractual settle cent concerning the future acquisition of property.

Ro Article 3. In sub-paragraph 1 and 3 the period of the loss or the period of the entersion is put at four years-In addition

page 4 of original

we ask that in the last line " from time to time should be inserted before "tacit".

In sub-peragraph 2 the termination of the lease is provided for, if the fulfilment of the lease becomes impossible. To wish to state here that if the factory should suffer through higher forces, 9.7. fire, explosion, earthquake, or through the effects of war, this is not a cause for terminating the lease, rather will investigation have to be made in such cas s as to whether the reconstruction and continuation of the plant are possible

Rolarticle 5. See shows concerning entry in the trade register.

Bo irticle 6. The current agree onts, which we must enter upon, are not to be drain up in detail, in order not to delay. Unnecessarily the corolusion of the agreement. To therefore propose the following introduction formular:

page 4 of original continued

"The lesses will enter upon the agree onts current at the conclusion of the agreement, so far as these concern the activity of this oxygen plant Diedenhofen".

The following must be added to sub-paragraph 3.

"Should the lease come to an end, because the lessee has been to the owner of the oxygen plant the rights contained in the agreements remain his.

Re Article 7 We refer first of all again to our fundamental statements at the beginning of this letter- We are of course agreed that a right of pre-emption should be granted us in addition, but we ask that consideration be given to the fact that already through our investments and through our work we have made expenditure for the bone-fit of the plant. For this reason we ask for the following to be Edded to Inticle 7

"The lesser will inform the lesser as soon as he wishes to sell the on men plant in order to enable the latter to make an offer without prejudice to the above right of pre-emption."

pare 5 of original

Re Article 8. Since our balance sheet is drawn up for all our plants taken together, it is not possible to make a separate balance sheet for the exygen plant. To shall, however, comply with your wishes if Article 8 be drawn up as follows:

Bo irticle 9. Number 1 must be completed as follows: "...... is untenable, and the lessee refuses to discharge him "when surmoned by an authority".

possible that we should have to leave the working of the lease immediately after long investments without any debts if it is sold to a third party. A respite of at least a year would have to be grant d us for this purpose.

- 4 -

TRANSLATION OF DOCUMENT FO RI- 8163

page 5 of original continued

To also ask for the last paragraph to be struck out because it is not to be expected that an inexperienced person will be invested with unlimited authority to conclude business for our firm. Our firm guarantees that, if the works manager is called a say, a substitute whi is equally well qualified shall be appointed i mediately and manufacture will not be interrupted on that account.

Bo_article_10. To ask for the following wording:

"The lesses binds himself to take over the technical members of the staff employed in the plant at the time of the conclusion of the agreement and guarantees that the Vereinigte Sauerstoffverke (United Oxygen Plants) G.m.b.H. Berlin will take over the office employees."

The reason for this alteration lies in the fact that the technical and office employees are looked after by different tension funds which, moreover, are controlled by the Reich supervisory office for private insurance.

page 6 of original

To send you, attached, a newly edited version of the rough draft submitted to us with the alterations proposed above.

Heil Hitler

I.G. Farbenindustrie Attiongesellschaft

signed: Dr. Mayer Jegelin

Handwritten

Lampbert

illogible initicls

TRANSLATION OF DOCULART No NI-8163 continued.

CLATIFICATE OF TRANSLATION

9 October 1947

I, Ella II. Carter, ETO No. 20182, hereby that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI 8163.

Ella I. Carter

ETO No. 20182

-6-"END"

48

MILITARY TRIBUNAL NO. 3
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English



INDEX TO DOCUMENT BOOK LXII

COUNT II - SPOLIATION FRANCE.

(ALSACE-LORRAINE)

Exhibit Document No. No.

Description of Document

F

NI-8162

Copy of letter from Chief of Civil Administration for Lorraine to Farben, 7 rebruary 1941: rejecting, a.o., Farben's request to incorporate into the lease agreement any provision as to future transfer of title.

NI-8161

Copy of memo Farben's
Hain Accounting Department to Ludwigs, 15
February 1941:
mentioning that, in view
of the importance of the
lease for Farben, it will
have to accept the lease
agreement in the form
suggested by Chief of the
Civil Administration.



Exhibit

NI-10747 Affidavit by Walter Hoyer, (Far-ben lawyer Frankfurt a. Main), 11

September 1947, on accuisition of oxygen and acctylene plants

in Alsace-Lorraine and Luxembourg.

January 1944.

Exhibit Document

No. Description of Document

NI-8581 Affidevit by Heinz Meyer-Jegolin,
5 June 1947:
on the acquisition by Ferben of
plants in Alsace and Lorraine.

- 4 -

TRANSLATION OF DOCUMENT No. NI-8162 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main) 20

Copy

Chief of Civilian Administration Custodian for Enemy Property Group Industrial Economy Metz, 7 February 1941 Hermann Goering Str. 46

B I/1049/Hs.

Firm I.G. Farbenindustrie Aktiengesellschaft

Frankfurt/M

I herewith confirm receipt of your letter dated 22 January 1941 together with your recent proposals concerning the lease. I cannot agree to all these proposals. The proposals for amendment were discussed in detail at the conference between Herr Regierungs-rat Dr. KOOB, Herr Dr. SCHIETTINGER, Herr ARNOULD and myself. It is impossible for me to include in the preface to the lease mutual obligations to transfer property. According to the last instructions I have received, in no event are any legal complications whatsoever to be created or assurances given, relating to, or rather anticipating beforehand as to who will acquire the property later on. By including a settlement of this kind I would be already referring to your firm now as the firm to which I later intend to transfer the property, thus anticipating beforehand the acquisition by purchase which will follow later. Therefore I have crossed out this paragraph.

In the above-mentioned conference it was expressly stipulated also with reference to para 8, that owing to the data submitted by the Oxygen Plant of your firm, it is possible without further ado to either draw up a separate balance sheet, or at least a statement of returns. For this reason I have included a stipulation of this kind in the lease, and requested that the statement of returns of the firm be submitted to me by 1 April of the following year.

For the rest, I have complied with your wishes and left the formulation of the lease as proposed by you.

Carbon Copy

(page 2 of original)

I.G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main) 20

Copy Chief of Civilian Administration Netz dated 7 February 1941 to I.G. Frankfurt/M

Enclosed please find my last proposal, which I beg you to examine carefully, and if it has your approval then would you please submit it to me in triplicate with your signature, so that I can have the contract signed by the temporary custodian and add my note of approval. Once copy of the contract will then be returned to your firm, the second to the temporary custodian, whilst the third is intended for my files.

TRANSLATION OF DOCUMENT No. NI-8162

(page 2 of original, cont'd)

I hope that in this way mutual negotiations will be brought to a successful conclusion. *

I herewith confirm furthermore your withdrawal of your application for the lease of the Acetyline Plant Diedenhofen:

For

signed: Dr. GMELCH

1 Enclosure

Carbon Copy

CERTIFICATE OF TRANSLATION

9 October 1947

I, Flora C. GOTTSCHALK, Civ.No. 20094, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-8162.

Flora C. GOTTSCHALK Civ.No. 20094

TRANSLATION OF DOCUMENT No. NI-8161 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. Farbenindustrie /ktiengesellschaft, Frankfurt (Main) 20

Director LUDWIGS

in the building

K/B1.

15 February 1941

Lease of Oxygen Plant Diedenhofen

Enclosed we return to you the draft of the lease for the Oxygen Plant Diedenhofen left with us, and the original letter of the Chief of the Civilian Administration Metz of 7 February 1941.

Regarding the draft for the lease we would like to say the following:

Following the letter of the Civilian Administration Metz of 7 February 1941, and with regard to the fact that we are especially interested in the lease of the plant, we will have to accept the contract in the form proposed. In our opinion however, various points should be clarified right now which ought to be cleared orally. The clarification of the cuestions should then be confirmed in writing.

Par. 1 stipulates that we rent, besides the real estate and buildings, the machines etc. mentioned in the enclosure 1). We are obliged to return the whole object of lease in the same condition after termination of the term of lease. In this connection it ought to be stipulated that the natural wear and tear in regard to buildings, machines etc. should be considered in relation to the term "same condition", and that the expression "in the same condition" can only apply to a regular maintenance.

Par. 2 stipulates that structural changes etc. are to be charged to the leaseholder, and that at the termination of the lease or acquisition by the leaseholder the latter is entitled to the payment of the increase in value. In our opinion, this increase in value can only be determined if the value of the installations is established now already, as it cannot be ascertained in years to come

Copy

-2-

(page 2 of original)

I.G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main) 20

Director LUDWIGS in the building

15 February 1941 2)

and therefore an increase in value also cannot be easily determined except if one considers as increase in value the amounts booked on additional investment during the years of the lease.

TRANSLATION OF DOCUMENT No. NI-8161 CONTINUED

(page 2 of original, contid)

According to Par. 8, the leaseholder must submit every year to the custodian copies of the annual inventory as well as the annual statement of returns and allow him to inspect the books and the stocks in storage, to see if they are correct. The custodian has the right to determine existing stocks and inventory.

The accompanying letter also mentions that it is possible on the basis of data, submitted by the oxygen plant of our firm, to either draw up a separate balance sheet or at least a statement of returns. As the oxygen plant is also operated by the I.G., it forms a small section of the total balance sheet of the I.G.; consequently there is no separate balance sheet for the oxygen plant.

The expenses for the manufacturing, installations stc. are naturally collected in separate account and may be checked in the I.G. clearing account. As however the production is sold by the VSW and credited to the I.G. by the VSW together with all other sales of oxygen, the debit side is missing, so that there is no balance sheet with a profit—and loss statement for the oxygen plant Diedenhofen. Profits can and will of course be ascertained for internal purposes through statistics.

It should already now be clarified by the chief of the civilian administration:

- 1) What he understands by a balance sheet respectively an annual statement.
- 2) If he considers these a profit- and loss statement of the exygen, why he believes that he must insist on information concerning these figures; in regard to a lease this is not customary in business. The only explanation for that could, in our opinion, be found in the provision of Far. 11, according to which the custodian is entitled to enter into new negotiations

Сору -3-

(page 3 of original)

I.G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main) 20

Director LUD IGS in the building

15 February 1941 3)

regarding the amount of the lease after one year, and whereby one intends to reconcile the amount of the lease with the proved profitableness.

TRANSLATION OF DOCUMENT No. NI-8161 CONTINUED

(page 3 of original, cont'd)

In this connection, special importance is also to be attached to the stipulation in Par. 2, sub-par. 3, according to which the leaseholder is entitled to the payment of the increase in value when the lease is terminated. If the value of the enterprise would be established at an eventual later sale to us, the seller alone would profit from the advantage, which lies in an increase in the value, on the basis of the increase of the profitableness reached by us.

3) According to Par. 8, the lessor reserves the right to himself, to determine also the existing stocks. It should be ascertained, what, in this connection, is to be understood by "stocks". Products in storage certainly are the property of the leaseholder and probably also the supplies of technical articles which are in an oxygen plant.

We presume that the technical articles which were at hand at the beginning of the lease and which are in constant use, were acquired by us, as far as stores were at hand.

We request a copy of the final contract.

Main Bookkeeping Department

Du. Vereinigte Sauerstoffwerke G.mb.H., Berlin SW 11 To Br. MAYER-WEGELIN, in the building

Copy

CERTIFICATE OF TRANSLATION

10 October 1947

I, Arthur KENT, Civ.No. B-398055, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-8161.

Arthur KINT Civ.No. B-398055 TRANSLATION OF DOCUMENT No. MI-8372 OFFICE OF CHIEF OF COUNSEL FOR WAR CRI

> Rubberstamp: Fiscal Office Frankfurt Main Office 6 (Boerse)

Lease Agreement.

concluded between the acting administrator of the oxygen plant Diedenhofen, of the Oxhydrique Francaise, Paris-Malakoff, Herr Director LANGER, Sambruecken,

further on called "lessor"

and

the I.G. Farbenindustrie Aktiengesellschaft, Frankfurt/M

further on called "Lessee".

In view of the increasing demand for oxygen of the economy of Lorraine, the necessity has arisen to expand as rapidly as possible the output capacity of the oxygen plant which at present is not fully utilized. I.G. intends to carry out immediately the necessary measures by putting up new machines and by expanding the stock of bottles, especially by putting up the necessary second set of apparatuses.

Therefore the following agreement is concluded between the parties:

Article 1.

The lessor leases the enterprise, oxygen plant Diedenhofen, operated in Diedenhofen, of the Cxhydrique Francaise, Malakoff-Paris, to the lessee.

The less agreement covers all real estate and buildings which up to now were used for business purposes by the lessor and also the residence connected with the enterprise inclusive accessories.

Also leased are all machines fittings and steel bottles mentioned in enclosure 1 to this agreement. The machines, fittings and steel bottles which will be returned to the lessor later on are also leased and will be inserted in enclosure 1 by a supplement. (Illegible notes in pencil)

The objects of the lease are leased after mutual inspection. The lessor does not give any guarantee for any visible or invisible defects.

page 2 of original

The lessee acknowledges his obligation to return the entire object of the lease in the same condition after termination of the period of lease. The lessee will replace missing items by items of the same value, provided that no other compensation of values is agreed on.

When dealing with the lessor and the authorities, the lessee will add the following to the designation of the oxygen plant Diedenhofen:
"Formerly Oxhydrique Française, Paris-Malacoff." The parties to this agreement will endeavor to have the conclusion of this lease agreement registered in the commercial register; the costs involved will be borne by the lessee.

The lessee may not release the object. The lessee is entitled to commission the Vereinigte: Sauerstoffwerke, G.m.b.H. Berlin, with the sale of the products manufactured in the leased enterprise.

From the day the lease is registered, the lease will operate the object of the lease on his own account.

Article 2.

The lessee is entitled to erect additional installations for the producing of oxygen in the form of gas or liquid on the leased real estate; he undertakes to adapt the present output capacity of the producing installations to the demand to be expected by a corresponding expansion of the installations and to increase the stock of bottles according to requirements.

The costs for constructional changes, improvements and also new constructions made by the lessee(new in comparison to the position at the time the agreement was concluded,) will be borne by the lessee.

In case the lease sgreement is cancelled or in case the lease acquires the ownership of the object, he is entitled to receive compensation for the increase of value.

All costs necessary to enable the enterprise to start production for the first time, as well as the current expenses for the maintenance will be borne by the lessee.

page 3 of original

Article 3

The lease becomes effective with the approval of the trustee for property belonging to enemies of the nation and the Reich. For the time being the lease contract is concluded for the duration of 4 years.

The lessor does not undertake any responsibility in case he is prevented by force majeure, accident or other events on which he has no control from putting the leased enterprise, and the objects and rights belonging to it, at lessee's disposal for the period of lease agreed on. If he is unable to fulfil the provisions of the lease agreement the lease agreement will be terminated, and the lessee will not have any claims with regard to the fulfilment of the contract or for compensation of damages, except in case the impossibility to fulfil the lease contract is caused by intent or mala fides of the lessor. Furthermore, in such case the lessee waives all compensation—and recourse claims to which he would be entitled, especially against the trustee for property belonging to enemies of the nation and Reich, his successor or plenipotentiary.

If no notice is given by one of the parties: to this agreement by registered letter, three months before termination, it will each time be extended for another 4 years.

Article 4

As a rent, the lessee will pay a lump sum of RM 18.000. -- (in words: eighteen thousand Reichsmark) per annum, which has to be paid in quarterly instalments at the end of each quarter.

Furthermore the lessee will pay a monthly rent of RM 0.50 for each oxygen bottle in working order having a capacity of 6 cbm or more, and actually put at his disposal. For bottles having a smaller capacity the rent is lowered accordingly. The payments for this rent have to be settled within two weeks after the end of each quarter.

Payment of the rent will only be considered valid if made to the Trustee for property belonging to enemies of the nation and the Reich, Group Industrial Economy, or to his successor.

page 4 of original

The lessee will insure the entire object of the lease and the new buildings which may be derected against fire and will see to it that they remain insured.

Besides the rent, the lessee will pay all taxes and financial burdens which are borne by the enterprise as such and by the real estate belonging to it, as far as they become due after this agreement becomes effective.

Article 5

Those obligations which exist in the leased enterprise at the time the agreement is concluded are not taken over by the leasee.

The claims which the leased enterprise owns at the time the agreement is concluded are not transferred to the lessee either.

The partners to the agreement will endeavor to have this exclusion entered as soon as possible in the commercial register. The expenses of the application and registration will be borne by the lessee.

Article 6

The lessee enters into the contracts current at the time of the conclusion of this agreement, as far as they concern the operations of the oxygen plant Diedenhofen.

The performances undertaken by the lessee within the scope of these contracts are not credited to the rent but borne on top of the payment of the rent.

The lessee undertakes to re-assign, upon expiration of the lease, the rights resulting from these contracts to the lessor or to the third party named by the lessor, and to co-operate in obtaining the agreement of the other parties to the contracts with these re-assignations. In case the lease agreement terminates for the reason that the lessee acquires the ownership of the oxygen plant Diedenhofen, the lessee retains the rights resulting from these contracts.



page 5 of original

Article 7

For the duration of the lease, the lease is granted the right of pre-emption with regard to the enterprise which is the object of the lease. The declaration effectuating the right of pre-emption must be certified by the court or a notary. The effectuation of the right of pre-emption is permitted only within one month after receipt of the notification of the agreement of sale by which the enterprise is sold. The lessor will, by special declaration, apply for registration of the right of pre-emption in favor of the lessee in the land register. The charge for the registration of this right will be borne by the lessee.

Without prejudice to the right of pre-emption stipulated above, the lessor will, if he forms the intention of selling the plant Diedenhofen, notify the lessee, thus enabling him to submit an offer.

Article 8

By the first of April of the following calendar year, the lessee shall submit to the custodian of property belonging to the enemies of the nation and of the Reich copies of the inventory and of the balance sheet of the year. He shall give him the possibility of inspecting the books and the stock for the purpose of checking correctness.

The custodian and persons acting under his instructions, provided with proper identification, are entitled to inspect the enterprise at any time, to ascertain the existing stock, fixtures and fittings, and to take over against a receipt the necessary books and records for temporary official use:

Article 9

The lessor may give notice of the lease agreement, to be effective immediately, for good cause. Amongst others, particularly the following facts will be considered good cause in this sense:

 if the representative appointed for the enterprise by the lessee is sentenced to suffer penal servitude or imprisonment, or if his further services are unacceptable for political considerations, provided that the lessee refuses to discharge him, though requested to do so by the authorities.

page 6 of original

2) if the lessee, after having been asked for payment, delays the payment of an instalment of the rent for longer than two weeks, or if he is in delay of payment of more than one fifth of the yearly rent;
3) if the lessee violates another essential obligation resul-

3) if the lessee violates another essential obligation resulting from this contract, particularly his obligations referring to the right of control stipulated in article 8;

4) if the enterprise is impounded by creditors of the lessee;
5) if the lessee becomes insolvent, if bankrustcy proceedings or the special procedure for avoiding bankrustcy proceedings are started against him, or if he himself applies for such proceedings.

The rights resulting from article 9 may be effected, instead of the lessor, by the trustee for property belonging to enemies of the nation and the Reich or by his legal successor, which step will, however, not result in a legal relationship between the lessee and the trustee for property belonging to enemies of the nation and the Reich.

Article 10.

The lessee undertakes to take over the technical staff employed in the enterprise at the time of the conclusion of this agreement. He guarantees that the Vereinigte Sauer-stoffworke G.m.b.H. Jerlin will take over the commercial combloyees.

The lessor and/or the trustee for property belonging to enemies of the nation and the leich reserve the right of starting new negotiations with the lessee concerning the provisions of this agreement, particularly the amount of the rent, within one year from the conclusion of the agreement.

Article 12.

If disagreements arise from this contract, or if no agreement is reached in the negotiations to be carried out according article 1 paragraph 3 sentence 2, article 2 paragraph 3, or article 11, a tribunal of arbitration will decide on the matter. It will consist of two arbitrators and one presiding arbitrator conducting the proceedings. Each party will nominate one arbitrator. The two arbitrators will jointly appoint the presiding arbitrator.

TRANSLATION OF DOCULAR No. NI-8372 continued

page 7 of original

An arbitrator will be appointed by a party not later than within two weeks after receipt of a written request to do so by the other party. If a party fails to appoint its arbitrator within this time limit, or in case the arbitrators do not agree on a presiding arbitrator within two weeks, the president of the chamber of industry and commerce in Netz or his official deputy will, upon request of one of the two parties, appoint the arbitrator or presiding arbitrator.

The legal relationship between the parties to this agreement will be ruled by the provisions of German Law.

Article 13.

The fees and taxes resulting from this agreement will be borne by the lessee.

Article 14.

The present agreement will not be effective before its being approved of by the trustee for property belonging to enemies of the nation and the Reich in writting, namely by a written statement of approval to be added to this arg ment.

The acting administrator of the Oxygen Plant Diedenhofen Aktiongesellschaft Diedenhofen, 20 Pebruary 1941 sg:d. K. LANGER

I.G. Tarbenindustrie Frankfurt/H, 17 February 1941 illegible

sgd.;
for the firm
illegible

The above lease agreement is confirmed hereby, without prejudice to the ruling contained in the letter to the parties concerned dated 25 February 1941.

Hertz, 25 February 1941

Chief of the Civil Administration Trustee for property belonging to enomies of the nation and the Roich

Group Industrial Sconomy sgd. (deputizing) illegible

(Rubber strmp:) The Chief of the Civil Administration in Lorraine Trustee for property belonging to enemies of the nation and the Reich.

TRANSLATION OF DOCUMENT No. NI-8372 continued

CERTIFICATE OF TRAJSLATION

9 October 1947

I, Ernst Schaefer, AGO No. 20165, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-8372.

Ernst Schaefer
AGO No. 20165.

-7a-

"END"

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Ex. 1229

TRANSLATION OF DOCUMENT NO.NI-8156 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

ERRATA SHEET.

The second sentence of the letter should read:

Mr. von Lersner, of our sales department, will find out there, on the strength of his personal connections, what possibilities there exist for acquiring the Schiltigheim property.

Errata Sheet prepared by:

ELVIRA RAPHAEL U.S.Civilian AGO No.B-397972.

(End)

TRANSLATION OF DOCUMENT No. NI-8156 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. Farbenidnsutrie Aktiengesellschaft, Frankfurt (Main) 20

Legal Section Chemicals II/1198/1

Frankfurt/Main, 9 May 1942

Versinigte Sauerstoffwerke G.mb.H. Berlin SW 11, Trebbiner Strasse 9

Gesellschaft fuer Linde's Eismaschinen A.G. Hoellriegelkreuth near Munich

I.G. Farbenindustrie Adt. Ges., Werk Autogen, Frankfurt/Main-Griesheim

I.G. Farbenindustrie Akt. Ges., Sales Group Chemicals Frankfurt/Main 20, Grueneburgplatz

(initials) L. e.

28 June W

Subject: Oxygen Plant Diedenhofen

After discussing the matter by telephone with Mr. MENGE we will only take action in Metz when we have attained further results in Strassburg. Mr. von LERSNER, through his personal connections, will carry out negotiations there on the possibility of purchasing the Schiltigheimer property from our sales account. Naturally in this connection Mr. von LERSNER will discuss the matter with Mr. EREITENBECH, the Vereinigte Sauerstoff Terke representative in Strassburg.

I.G. Farbenindustrie Aktiengesellschaft ppa.

Signed LUDWIGS

MAYER-WEGELIN

(Initials) W. 15 J 42 W

Dr. MW/Ch

Carbon Copy

CERTIFICATE OF TRANSLATION

9 October 1947

I, Grete MOLF, Civ.No. 2436, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-8156.

Grete WOLF Civ.No. 2436

- 1 -

I. G. F BENI DUSTRIE ALTIMGESELLISCH PT. PRAIMFUNT (PAIN) 20

Legal Department Chem.
II/1198 6. November 1942

Oxygen Plant Diedenhofen.

EALL FLAISCH, we immediately had a conference with
Herr MOSER, authorized clerk (Producist). Herr MOSER
authorized clerk, had after consultation with Herr
Herr DEL, authorized clerk, and with Dr. CONTED - who
could not be reached on the telephone - sent a telegrom
asking for postponement of the date to the 12 November
1942. Shortly before our telephone conversation with
Director KALEFLEISCH, confirstion from Dr. CONTAD had
reached us. Thereupon, we, Herr MOSER, authorized clerk,
and Herr BELEDEL, aut orized olerk, agreed to the effect that
enother postponement was not acceptable in the interest of
the matter on hand. For these reasons, we would like to
ask you, too, to keep to the date as arranged before.

Heil itler .

I. G. P. MANI DU A RE A MIL GLESCHART for the firm: sgt. NUPRLAN LANGUAGE

Versinigte Sauersto fwerke G.m.b.L. Lerlin St 11 Trebbinerstr, 9

0

coly to
MOSEF, authorized clerk,
Ffm.-Höchst
Dr.H.-W/LE.

Carbon copy.

T. ANSLATION OF DOCUMENT No NI-8208 continued

CERTIFICATE OF TRANSLATION

(3)

9 October 1947

I, Ernst Schaefer, AGO No. 20165, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No NI-3200.

Ernst Schaefer

AGO No 20165

-2-"END"

16

TRANSLATION OF DOCUMENT No. NI-10612 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Vereinigte Sauerstoffworks GabH

Main Administration Berlin SW 11, Trebbiner Strasse 9

Telegrans Sauerstoff Berlin Telephone 19 67 61 Postal Account Berlin 21 72

Reichsbank-Credit Account Account No. 1/8725 Deutsche Bank Deposit Bank Belle-Alliance-Platz 15, Berlin SW 68

Herrn Director JAEHNE,

I.G. Farbenindustrie Aktiengesellschaft,

Frankfurt/Main-Hoechst

I.G. Farbenindustrie Aktiengesellschaft,

Sales Group Chemicals, Frankfurt/Main 20

I.G. Farbenindustrie Aktiengesellschaft,

Autogen Plant, Frankfurt/Main-Griesheim

I.G. Farbenindustrie Aktiengesellschaft,

Central Accounts Office,

Frankfurt/Main

I.G. Farbenindustrie Aktiengesellschaft,

Legal Section, Frankfurt/Mai

Your Reference Your letter of Our letter of 22 October 1943, Ns/D (Initials)
Our Reference
Ar/Fg.

Berlin, 13 November 1943

Please quote when

replying

(Initials) Legal Section Chief 17 November 1943-8-9-(Initials)

(Signature) HUPPERT

Subject: Oxygen Plant Diedenhofen

Our Branch Office Diedenhofen has inquired again whether the economic opinion by Dr. CONRAD of the Custodial Office had been received and were sorry to state that it has not yet been submitted to the Ueberleitungsstelle fuer das wolks- und reichsfeindliche Vermosgen (Transfer Office for Enemy Property) in Metz. The latter has entered the case in the lists of purchase applications which are pending at present, although the files are incomplete because the opinion is lacking. Further steps, however, can only be taken after its receipt. It would be advisable if the Legal Section Chemicals would write to Dr. CONRAD accordingly and inform him of his liability for all losses which the I.G. might incur due to the delay.

Vereinigte Sauerstoffwerke G.m.b.H.

(Signature (illegible) for ARNOLD

(Initials)

-1-

17

TRANSLATION OF DOCUMENT No. NI-10612 CONTINUED

CERTIFICATE OF TRANSLATION

9 October 1947

I, Grete WDLF, Civ.No. 2436, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation for the document No. NI-10612.

Grete WOLF Civ.No. 2436

TRANSLATION OF DOCUMENT No. NI-10613 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main) 20

Vereinigte Sauerstoffwerke G.m.b.H. Berlin SW 11, Trebbiner Str. 9

Director Jachne, Frankfurt-Hoechst

I.G. Sales Group Chemicals, Frankfurt/Main 20

I.G. Werk Autogen, Frankfurt/Main-Griesheim

I.G. Central Bookkeeping Office Frankfurt/Main 20

Ar/Fg. 15 November 1943 -Legal Section Chemicals - 25 Nov.1943

Oxygen Plant Diedenhofen

On the suggestion of the Vereinigte Sauerstoffwerke, in their letter of 15 November 1943, we would like to call your attention to our letter of 29 September 1943. After further examination we would still like to refrain from threatening Dr. CONRAD with liability, because Dr. CONRAD did not receive the order from us but from the CdZ. Today we again asked Dr. CONRAD not to delay the matter further and to give the expert opinion as soon as possible.

Furthermore we consider it advisable if the Vereinigte Sauerstoffwerke would make repeated verbal requests to the expert of the Trustee Office to try to conclude this matter. Undoubtedly Dr.CONRAD is often present in Berlin and perhaps the Vereinigte Sauerstoffwerke would be able to speak to him personally.

A copy of Dr. CONRAD's letter is enclosed.

Heil Hitler
I.G. Farbenindustrie Aktiengesellschaft
ppa.
Signed: LUDWIGS Signed: HUPPERT

Englosure Hu/Ha.

- Carbon Copy

I, Grete WOLF, Civ.No. 2436, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-10613.

Grete WOLF Civ.No. 2436

-1 -

VEREINIGIE SALESTOFFWERKE G.m.b.H. Main Office Berlin S. W. 11, Trebbiner Strasse 9

(Transli Note: Illegible initials)

Director JAFFME, ILG. Farbenindustrie Akt.-Ges., Ffm.-Coechst.

I.G. Farbenindustrie Aktiengesellschaft, Sales Combine Chemicals (Verkaufsgemeinschaft Chemikalien), Frankfurt/M. 20

I. G. Farbenindustrie Aktiengesellschaft, Werk Autogen, Frankfurt/M.-Griesheim

I.G. Farbenindustrie A.G., Main Bookkeeping Dept. (Zentralbuchh.), Frankfurt/M.,

I.G. Farbenindustrie A.G., Legal Department (Rechtsabtlg.), Frankfurt/M.

Your Ref. Your letter of: Our Ref.

Berlin, 8 February 1944

(Stamp:) Legal Dpt.Chem. 11 Fab 44 - 8 - 9.

Ref .: Oxygen Plant Diedenhofen / Purchasing.

Following our letter of 13 ult. we attach a copy of a further report from our branch office Diedenhofen, dated 20 January 1944. We hope that Dr. Hein of the Transfer Office (Ueberleitungsstelle) at Motz will now really take more <u>stringent</u> measures in connection with the auditor (Wirtschaftspruefer).

VEREINIGTE SAUERSTOFFWERKE G.m.b.H.

(signed) 2 illegible signatures

1 Enclosure

Carbon copy to Prokurist Moser, Fabrikbuch (Works Bookkeeping Dept.)
Ffm.-Hoechst

(TRANSLATOR'S NOTE: Handwritten note:) No reply - as arranged by telephone with Prof. Holler and Herr Ludwigs

15 February 1944 (Initial of) Hupper (?)

Initial: Dr. C. (?) 26 Feb.

(Initial): Dr. Hoyer

(Page 2 of original)

Copy

Report No. 22

To:

Voreinigte Sauerstoffwerke G.m.h.H. Main Office (Hamptverwaltung) Berlin. From: Branch Office Diedenhofen

Dopt.: Gases

Date: 20 January 1944

Ref.: Purchase of Oxygen Plant Diodenhofen Our Ref.: Schd/Koo

Your communication: No. 18 of 13 January 1944 Your Ref.: Bk/Rth/

TRANSLATION OF DOCUMENT No. NI-8211 (Cont'd)

As you may see from our correspondence with you in this matter so far, we are in permanent contact with Herr Weiss of the Transfer Office (Ueberleitungsstelle), either by telephone, as in the case of queries which we sometimes make, of personally, by calling on him during our visits to Metz. Herr Weiss is also anxious to receive this report at last, as he has included the purchase of the Diedenhofen Oxygen Plant among the transactions now pending.

We did not discuss matters again with Herr Weiss until a few days ago. He was able to have a further short talk with Herr Schopf recently. Herr Schopf, who, by the way, is no longer working at Diedenhofen, has promised to supply a substitute report, but says that he is at present so overburdened with other work that he cannot give the exact date on which the substitute report will be submitted.

(Transl. Hote: Handwritten note:) Then he must return the assignment

Herr Weiss will now approach Dr. Conrad again. Dr. Hein, the
head of the Transfer Office (Ueberleitungsstelle) in Metz now intends to
take more stringent measures against Dr. Conrad and - among other things to demand reimbursement of the advance already made.

If the Economic Office (Wirtschaftsbuero) Dr. Conrad and Herr Schopf give us a written confirmation stating that the original documents are supposed to have been lost in Berlin, the fact will have to be accepted in the meantime. When Herr Weiss visited Berlin recontly he convinced himself of the fact that Dr. Conrad's office has been completely burnt out and destroyed, so that the files must also have been destroyed if they were in the Berlin office at the time.

(Initial:) H (for Dr. Hoyer) (typewritten signature) Schaffland

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CERTIFICATE OF TRANSLATION

I, MONA A.M. MACLESD, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-8211.

MONA A.M. MACLEOD MEP 38347

(END)

- 2 -

TRANSLATION OF DOCUMENT No. NI-3160 OFFICE OF CHIEF OF COUNSEL FOR WAR CRUES

(Trans. Note:

VEREINIGEE SAUERSTOFFWERKE G.m.b.H. Trade mark) Main Administration Berlin SW 11., Trebtinerstracse 9.

Tilegrams Sauerstoff Berlin Telephone 0.0 67 61

Postal checking Berlin 2172

Reichsbank Giro Account Berlin Account No. 1/8735

> (Franc, Note: allegible initial)

Deutsche Bank Branch office Felle-Alliance Flatz 15 Berlin SW 68

Director JAMENT.

I.G. Farbenindustrie Akt. GES.

(16) Frankfurt, a.M. Hocchst.

I.G. Farbenindustrie Ikt. Gos. Sales Combine Chamicals

(16) Frankfurt a.M.-20

I.G. Farbenindustrie Akt. Ges. Werk Autogen

(16) Frankfurt a.M. Griesheim

I.G. Farbunindust die Akt. Cos. Contral Bookkeeping Dept.

(16) Frankfurt a. M. 20.

I.G. Farbenindustrie axt. Ges. Legal Dept.

(16) Frankfurt a.M. 20. 15 March 1944

Our Ref.

(Trans. Note: Stamp:

Bk/Fg

Legal Dot. Chem. 1" March 44 4-9

Please quote in reply

saveral illegible initials,)

Re: Sauprstoffwork Diedenhofen/Purchase.

Following up our letters of 19 February and 1 Merch 1944 we are transmitting to you a further report from our branch office Diedenhofen of 7 March 1944 for your information. Our branch office writes as follows:

"We have today again talked to Herrn Weise of the Transfer Office (Ucberleitungsstelle) Metz. In the course of this conversation we found out that neither Herr Dr. Conrad nor Herr Schopf have given any further sign in the meantime. The substitute report which was promised has therefore not been received up to this time; we had actually expected nothing clas in view of our previous experiences.

The Gransfer Office (Ueberleitungssielle) Motz will now apply to Searbrucchen in order to find out whether at the moment there is any possibility at all for I.G. to acquire the Sauerstoff work Diedonhofun by purchase. According to the 12th Executary Order about enomy property issued by the Chief of the Civil Administration on 38 June 1943(see our report No. 207 of 11 Sept. 1943), the sale of enterprises has been blocked. The Transfer Office will however point out the fact that in this case it is merely the fault of the certified accountant, Dr. Conrad, and that most probably the sale of the factory to I.G. could have taken place already before the previously mentioned executary order became effective, if the audit report had been finished in time. By pointing this out the Transfer Office will try to achieve in Saarbruecken that this matter about the Sewerstoff werk Diedenhofen can be pursued further. In that

TRANSLATION OF DOCUMENT No. NI-8160 Cont'd

case the Transfer Office will immediately appoint its own examining committee which will go over our case again. Should Searbruecken however inform us that the sale of the Sauerstoffwerk can not take place at the moment, nothing further will be done by Metz they will postpone the matter until a new regulation cancels the present one.

In that case, should the contract of sale not be concluded now, IG will have the auditing firm of Dr. Conrad to thank for this entirely."

(page 2 of Original)

VEREINIGTE SAUFRSTOFFWERKE GmbH Date Sheet
Heuptverwaltung Berlin SW 11, Trebbiner Strasse 9.

15 March 1944 --2-

Director Jachne I.G. Farbenindustric Akt. Ges. Frankfurt e.M.-Hoechst.
I.G. Farbenindustric Akt. Ges. Sales Combine Chemicals, Frankfurt e.M.20.
I.G. Farbenindustric Akt. Ges. Werk Autogen, Frankfurt a.M., Grieshein.
I.G. Farbenindustric Akt. Ges. Central Bookkoeping Dept., Frankfurt a.M.20.
I.G. Farbenindustric Akt. Ges. Legal Dept. Frankfurt e.M. 20.

It is exceedingly unfortunate that this matter has taken this trun due to the negligence of the auditing firm of Dr. Conrad. It appears absolutely necessary to us that you should again approach all interested offices without delay in order to get the Transfer Office Metz to treat the matter as an exceptional case so that the purchase negotiations may perhaps yet be brought to a conclusion.

We would be very much obliged to you if you would inform us about your further measures.

VEREINIGTE SAUERSTOFFWERKE G.m.b.H.

(Signatures) illegible i.V. Bocker (?)

Trans.Note: Handwritten notes: Telephone call Prof. Dr. Holler: 20 March 44. 33336

cannot be reached by telephone. Sul

Submitted 16 May 44 (initial) D.

Telephone call Director Ludwig 3130: In Ludwig's opinion nothing should be done. Wait for further news. 26 April 44. (initial) Un,

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALENSKY, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-8160.

DOMETHEA L. GALEWSKY, ETO 34079.

End

TRANSLATION OF EXCEPPTS FROM DOCUMENT NO. 11-8358 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

7 January 1944.

CONTRACT OF SALE

Doc. Jook No. 3/44.

in favor of

the firm "I.G. FARBENINDUSTRIE Aktiengesellschaft
FRANKFURT a/H."

(Trans. Note: Stemp:)

Edmund DOLL
Notery
Strassburg-Schiltigheim
Tol. 30410
Postal checking account Strassburg 3560.

(page 2 of original)

7 Jenuary 1944.

CONTRACT OF SALE

Negotiated at Strassburg, Ruprechtsqueralle No.59 on the seventh January of the yar mineteen hundred forty four,

Doc. Book The following persons appeared before the under-10.3/44 signed notary Edmund Doll, official office in Strassburg-Schiltigheim,

 Herr Guenther Freiher von L E R S N E R, resident in Strassburg, in this case acting as authorized agent (Devellmacchigter) of I.G. Farbenindustric AgtiongosellTRANSLATION OF EXCERPTS FROM DOCUMENT NO.11-8358 CONT'D.

schaft with residence in Frankfurt a/H., in accordance with the attached power of attorney of 12 Herch 1943 complete with authentication of signatures by notary HOEHNING in Frankfurt on 12 March 1943,

AS PURCHASER ON THE ONE HAND.

2. Horr Rechtsanwalt (Lawyer) Dr. Hugo S C H U E L E , resident in Strassburg, acting for the German Reich, represented by the Chief of Givil Administration in Alsace - The Plenipotentiary General of (Generalbevollmaechtigter fuer das volks- und reichs-feindliche Vermoegen) Property of Enemies of the People and the Reich in Strassburg, Ruprochtsauerallee 59, in accordance with the attached power of attorney (sworn to) before notary Frey in Strassburg, of 28 October 1942 (No. 1520).

AS SELLER ON THE OTHER HAND.

TRANSLATION OF EXCERFTS FROM DOC. NI-8358 CONTINUED.

Horr Heinrich D E I B E L , resident in Strassburg, (Fage 3 of original.)

acting as temporary official administrator (kommissarischer Verwalter) of the firm l'Air Liquide in Faris, Strassburg-Schiltigheim branch, and l'Oxygene Liquide, S.A. in Massiac, Strassburg-Schiltigheim branch.

All the persons who appeared identified them selves properly to the notary.

The persons who appeared made the following statements for the certification of the notary:

Tar. 1

By the attached order of the (Uebernahmestelle) of the Chief of the Civil Administration in Alsace of 30 No-vember 1943, the following assets were transferred to the German Leich, in accordance with the order about taking-over and using French property in Alsace of 1 December 1941 (Gazotte of Ordinances 1942 page 20) and the executary regulations issued for it:

- 1) Two estates (entered in Land Register of Strassburg-Schiltigheimin Shoot No. 2018):
- a) Land registry 28 NO. 28 Adolf Hitlerstrasse 79: 17.30 ar garden and 38.68 ar yard, factory and annexes.
- b) Land registry 28 NO. 194/29: Nideokstrasse: 7.46 ar yard, store and amaxes, with the buildings on them, including outside installations.
- 2) One motor truck-trails with steelogylinders mounted on it.
- 3) 3 790 (times thousand seven hundred and ninety) oxygen, nitrogen, hydrogen and

(Page 4 of original)

compressed air ovlinders.

4) 1 106 (one thousand one hundred and six) actulene cylinders.

According to this the German Reich has become the owner of the property listed above.

Tar. 2.

The German Reich, hereinafter referred to as "seller", herewith sells and conveys the assets named in Tar. 1. to ewnership of I.G. Parbonindustric Aktienges 11-schaft Frankfurt a.M., hereinafter referred to as "purchaser"

TRANSLATION OF EXCURPTS FROM DOC.
NI-8358 CONTINUED.

which accepts them.

At the same time the lease agreements concluded between the purchaser and Herr Heinrich DEIBEL in Strassburg, acting as temporary official administrator (kommissarischer Verwalter) of 1" Air Liquide, Paris, Strassburg-Schiltigheim branch" and the 1"Oxygene Liquide in Schiltigheim" on 6 and 7 September 1940 are cancelled with effect retreactive to 31 March 1943.

Iar. 3.

The purchase price for the :

TRINSLITION OF EXCERPTS FROM DOC. NO. NI-8358 CONTINUED

- real estate; emounts to: thirty two thousand and six Reichsmark:FM. 320.006,---
- buildings with outside installations; amounts to: seventy nine thousand one hundred Reichsmark:.....Ri. 79 100.--
- 3) 3790 (three thousand seven hundred and ninety) -------oxygen, nitrogen,

(page 5 of original)

hydrogen and compressed air cylinders, as well as

This amount with an additional 4% annual interest from 1 April 1943 to the date of payment, is payable immediately after the purchase has been concluded.

Per. 4

The assets listed in para. 1., item 1-4, with the exception of the motro truck trailer, have already been handed over to the purchaser at the time lease agreement was concluded. The purchaser will take over the truck trailer at its present location, that is, he is entitled to take it into passession without any formal handing-over. The Chief of the Civil-Laministration-Transfer Office for Property of Encaies of the Reich and the People, in Lorraine, Patz, has stated its agreement with the sale of truck trailer located in Diedenhofen in its letter of 11 Merch 1942

Possession of the property purchased passes to the purchaser with all the income and expenditure connected with it effective 1 learn 1943.

(Page 8 of original)

Frankfurt a.M. 12 March 1943.

I.G. F.RBENINDUSTRIE LETIENGESELL-SCHLFT

signod: WEBER - NDRE E and H.M.YER - EGELIN. TRANSLATION OF EXCERPTS FROM DOC. NO. NI-8398 CONTINUED

CERTIFICATE OF TRANSLATION

I, DOROTHEL L. GLIEWSKI, ETO. # 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts from Document No. NI-8358.

DOROTHEL L. GALENSKI, ETO # 34079.

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case by whe d Ex. 1235 TRANSLATION OF EXCERPT OF DOC.NI-8358 OFFICE OF UB.CHIEF OF COUNSEL FOR WAR CRIMES. (page 11/13 of original) DECREE FOR THE TAKING OVER OF PROPERTY. On the basis of Paragraph 1 of the Decree concerning the takingover and utilization of French property in Alsace dated 1 December 1941 (Vbl. P.711) and the first Order amending the said Decree dated 15 June 1942 (Vbl. P.201) and the Regulations issued for the application of the said Order, the following is decreed: 0 The following objects of property belonging to the firm L'Air Liquide, registered in Strassbourg under No. B 405, societe anonyme (limited company) for the Study and Exploitation of the Georges CLAUDE processes in Paris, agency in Schiltigheim: 1) The following plots of ground, together with the buildings erected on them, registered in the Land Register of Schiltig-heim, Sheet 2018, as of 14 hours on 18 June 1943, in the name of the firm L'Air Liquide, societe anonyme for the Study and Exploitation of the Georges CLAUDE processes in Paris: Entry 28 No.28 - Bisweilerstr. 79, 17, 30a, garden; 38, 68a, yard, factory and annexes. Entry 28 No. 194/29 Nideckstrasse, 7, 46a yard, warehouse and annexes. 1 trailer for truck, fitted with steel bottles, 3) 3790 bottles for oxygen, compressed air, nitrogen and hydrogen. 4) 1106 acetylene bottles, are taken over effective 10 August 1940 for the 0 German Reich. The above-mentioned objects of property are transferred as of the same date and hour to the ownership of the German Reich. STRASSBOURG, 30 November 1943. L.S. Signed: Spaeth, Oberregierungsrat. Certified correct copy: L.S. Signature. -1-

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TRANSLATION OF EXCEPPT OF DOC.NI-8358 CONT'D.

Attached to a contract of sale drawn up before the undersigned notary EDMUND DOLL with office in STRASSBOURG-SCHILTIGHEIM on seventh January nineteen hundred and forty-four.

The Notary: Signed E. DOLL.

Certified correct:

The Notary:

(Seal): Signature: E. D o l l .
Edmund Doll
Notary in
Strassbourg-Schiltigheim.

CERTIFICATE OF TRANSLATION

I, MONA A.M.MACLEOD, ET 120154, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of Document No. NI - 8358.

18 November 1947

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6

MONA A.M.HACLEOD ET 120154.

(END)

TRANSMATION OF DOCUMENT No. NI-8357 OFFICE OF CHIEF OF COUNTEL FOR WAR CRIMES

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

Legal Department Central Office for Contracts (Zentralstelle fuer Vertraege) Ludwigshafen (Rhine)

> Legal Dept. Chem. 11/1192

5 June 1944

Vereiniste Sauerstoffwerke G.m.b.H., Berlin.

In our letter of 21 January 1941 we informed you that several agreements had been concluded for leasing oxygen and acetylene plants in Strassburg-Schiltigheim, Diedenhofen and Rodingen. In the interval it has been possible to purchase the oxygen plant and the acetylene plant in Strassburg-Schiltigheim. The following have been acquired:

a) by Farbon - the oxygen plent in Strassburg-Schiltigheim (Air Liquide), through purchase agreement of 7 January 1944.

b) by Gesellschaft Linde - the acetylene plant in Strassburg-Schiltigheim, through purchase agreement of 7 January 1944.

The date of purchase in the case of both plants is 1 April 1944, on which date the lease agreement concerning both plants become void. We are informing you of the above as a matter of routine.

Legal Department Chemicals (Typed signature) Huppert

CARBON COPY

CERTIFICATE OF TRANSLATION

I, MONA A.M. MACLEOD, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-8357.

MONA A.M. MACLEOD, MEP 38347.

30

TRANSLATION OF DOCUMENT No. NI-8585 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Stamp) VEREINIGTE SAUERSTOFFWERKE G. m. b. H.

HEAD OFFICE BERLIN SW 11, TREBBINER STRASSE 9

Telegrams Telephone Postal check Reichsbank Current Account Sauerstoff Berlin 19 67 61 Berlin 2172 Berlin Acct. No.1/8725

Deutsche Bank Deposit account Belle-Alliance-Platz 15, Berlin SW 68

Gesellschaft fuer Linde's Eismaschinen A.G., Hoellriegelskreuth nr. kumich.

I.G. Farbenindustrie A.G., Legal Department Frankfurt on Main 20, for Chemicals, Grueneburgplatz.

I.G. Farbenindustrie A.G., Autogen factory, Frankfurt on Main, Griesheim

I.G. Farbenindustrie A.G., Sales combine Frankfurt on Main 20, for Chemicals, Grueneburgplatz.

Legal Dept. for Chemicals 10 February 1944--8-9-

Your ref. Your letter of Our ref. Berlin, 7 February 1944.
Please quote in reply

Subject: Purchase of the oxygen and acetylene factory of L'Air Liquide in R o d i n g e n .

As Herr LORTZ of our Branch office in Luxembourg has difficulty in speaking in consequence of severe bronchial and laryngesl catarrh, we requested our branch office in Diedenhof to take over proceedings, and to ascertain with the Chief of the Civil Administration in Luxembourg how the matter stands. The visit was made on 24 January 1944 and we have received from our Diedenhofen Branch Office the report on it here appended in photo copy.

We request you to send Dr. Wolfschlag of the Luxembourg Chamber of Economis the requested copies of the letters dated 4 June 1943 and 10 June 1943 to the C.d.Z. (Chief or the Civil Administration) in Luxembourg, so that the handling of the matter by this office can progress as promised. We beg to be informed of whatever takes place, as we should then like to arrange that our Diedenhofen Branch Office pursues the matter further, in order to arrive at a result really soon.

VEREINIGTE SAUERSTOFNWERKE G.M.B.H. Two signatures: illegible, BECK

TRANSLATION OF DOCUMENT No. WI-8585 CONTINUED

(page 2 of original)

To

Report No. . . . 23

Vereinigte Sauerstoffworke GmbH. Head Office Berlin

Sender: Diedenhofen Branch Office

Department: . Gases . . .

Date: . 25 January 1944

Subject: Oxygen and acetylene factory of L'Air Firm and/or Subject Liquide in Rodingen.

Our ref: Schd/Hoe File No. 532

Your communication No. 13.. of .18. January La Your ref. . Bk/Btb. /540

In accordance with your request, the undersigned visited Luxembourg yesterday and first of all discussed the matter thoroughly with Herr Lortz. As we here learned, the Rodingen factory purchase question has not yet progressed as far as, for example, here in Diedenhofen. At present only an offer of purchase from the I.G. Farbonindustrie dated 19 April 1943 is on hand, of which the I.G. sent a raminder in September 1943.

The undersigned has thereupon sought out the gentleman mentioned in your communication No. 13, Dr. Neugebauer, Luxembourg, Adolf-Hitler-Strasse 55. Dr. Neugebauer, with whom we had quite a long conversation, told us that his department is not the one responsible for this matter, and that for this reason he had in April 1943 redirected the I.G. Farbenindustrie's letter and then the reminder of September 1943, each time with a covering note, to the appropriate Chamber of Economics.

In the course of the conversation, Dr. Neugebauer told us that sales had as good as not taken place in Luxembourg, as conditions in Luxembourg wers different from those in Lorraine. France is an enemy state and Alsace-Lorraine undoubtedly counts with everything on hand as booty, so that it can immediately be disposed of by the State. Belgium and Luxembourg, however, -- Dr. Weugebauer has ascertained this again in the regulations, -- are not numbered among the enomy states. As the Redingen factory belonged to the Belgian L'Air Liquide a sale through the C.d.Z. (Chef der Zivilverwaltung - Civil Administration Chief) would not in his opinion be quite so simple. Dr. Neugebauer acquainted us with a similar case when Olex wanted to take over by purchase an enterprise belonging to a firm situated in Antwerp. The Luxembourg establishment was then bought by Olex, not from the C.d.Z., but from the Antwerp firm direct, after negotiations, and only the sale agreement was then ratified by the C.d.Z. Dr. Neugebauer told us of this case merely because at that moment he was not aware of the Ammediate circumstances, i.e. whether the sale of the Rodingen works can take place through the C.d.Z. or whether the I.G. Farbenindustrie will possibly have to establish contact with the Belgian L'Air Liquide on the subject.

TRANSLATION OF DOCUMENT No. WI-8585 CONTINUED

(page 2 of original, cont'd)

We then requested Dr. Neugebauer to tell us the address to which he forwarded the I.G. Farbenindustrie's letters. We were told that the appropriate authority was Herr Dr. Wolfschlag of the Luxembourg Chamber of Economics.

Received: 28 January 1944

Initialled____

(page 3 of original)

We thereupon went to visit Herr Dr. Wolfschlag and received the impression that he had done nothing at all about the matter. We gave him the broad outlines of the problem, and Herr Dr. Wolfschlag intends to obtain the relevant documents in order to familiarise himself with the past history of the case, e.g. the 1940 lease, etc. The file in his possession was still very small, containing solely the two I.G. letters together with Dr. Nergebauer's two covering letters. When checking these letters, Dr. Wolfschlag ascertained that the reminder of the I.G. dated 14 Sept. 1943 and addressed to the C.d.Z. contained a reference to two letters which Herr Dr. Wolfschlag was unable to trace; a letter from the C.d.Z. Luxembourg to I.G. Frankfurt, dated June 4, 1943, and a letter from I.G. to the C.d.Z. Luxembourg, dated July 10,1943. Herr Dr. Wolfschlag requests that I.G. send him copies of these two letters as quickly as possible so that he might have the complete correspondence. We request you to do this.

Herr Dr. Wolfschlag more or less confirmed Herr Dr. Neugebauer's statement to the effect that practically no sales had taken place in Lucembourg. We mentioned none of Herr Dr. Neugebauer's statements about the Olex business, in order to find out what his opinions are on the matter and Herr Dr. Wolfschlag never mentioned the business either.

After having been given the previous history in broad outline, Herr Dr. Wolfschlag was not fundamentally opposed to the sale of the Rodingen Works to I.G. nor to entering into negotiations. After having thoroughly familiarized himself with the matter by means of the old files (Herren Krause-Wichmann and Binder are no longer in Luxembourg), and after having received the copies requested from I.G., he intends to take the matter up again. Herr Dr. Wolfschlag would have to stipulate that the Rodingen Works be kept in operation after having been bought, even if slack periods should later occur. We informed him that he need have no worries on that score.

(page 4 of original)

We have suggested to Herr Dr. Wolfschlag that, after having familiarized himself with this matter, one of the authoritative gentlemen

33

TRANSLATION OF DOCUMENT No. NI-8585 CONTINUED

(page 4 of original, cont'd)

from Frankfurt should visit him in order to discuss further steps. Herr Dr. Wolfschlag agreed to this.

Should the I.G. receive no news from Herr Dr. Wolfschlag in the near future, we request you to inform us so that we will be able to consult Herr Dr. Wolfschlag once more and perhaps at the same time fix the date on which the visit and conference is to take place. His exact address is as follows:

Chamber of Commerce, Luxembourg Dept. III/Wi Herrn Dr. Wolfschlag Head manager Luxembourg Arsenalstrasse 8

Copy to: Herr Lortz, Luxembourg.

Stamp: Received: 28 Juan. 1944.

CERTIFICATE OF THANSLATION

25 September 1947

I, Arthur MACNAMARA, No. 20191, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-8585.

Arthur HACNAHARA No. 20 191 TRANSLATION OF DOCUMENT TO MI - 10747 OFFICE OF CHIEF COUNSEL FOR WILL CHIES

Affidayit.

Having been warned that # am subject to punishment in case of a false deposition, I, Dr. W-lter OYE, born on 1 October 1998, hereby make the following at ment veluntarily and without compulsion:

Oxygen and Acetylene Plants in Alsace, Lorraine and Luxemburg.

I started my employment with I.G. Barben, Frankfurt on the II in, in 1934 in the office of the Central Committee (at that time headed by Dr. DUISJAG). From the Seginming, the intention was that, being a lawyer, I was to deal making with legal matters.

When in 1939 Dr. MYLR-WEGELIA was called up for the army, Dr. JUHL asked me to work in the "Legal Department Chemicals". Apart from myself, Dr. SEDIE was working there as an attorney: in the beginning, he, too, was called un, but he returned early, I believe in the string of 1940. The directive to deal with the logal problems connected With the oxygen plants were given to me, as for as I romember, by Dr. JUHL and after his decease by WELLR-AUDREAL. When he, too, died, he was succeeded by Dr. von SCINITZLER who ad BORGE RDT and vonHSIDE under him. I don't remember any special instructions of von SC IIIII in this matter. Within the board of directors, lerr JANAN was com etent to deal with the rel-tions between I.C. and Binde's Bismaschinen (Linde's rearigerators), the other large oxygen plant exi ting in Germiny- he w s the leading authority dealing with the interests of I.C. Farben in the oxygen field. This, therefore, was the reason for which my reports dealing with the above mentiomed firms were partly addressed to JAL No. Under

TRANSLATION OF ECCURENT No NI - 10747 continued

page 1 of original continued

field. .. ithin the framework of the chemicals sales department of the I.G., director Walter LUD IG was, for practical purposes, the commetent executive. I.G. and Linde's Bismaschinen were the controlling co-owners of the Vereinigte Souerstoffwerke G.m.b.H. After the occupation of Alsace, Lorraine and Luxemburg, the Vereinigte Scuerstoffwerke G.m.b. . were directed by I.G. and by Linde to try to acquire, on behalf of these two firms, an interest in the local oxygen and acetylene plants belonging to Air Liquide and Societe Anonyme. As far as I know, we concluded lease agreements in the beginning. However, we desired to acquire the property of the plants at well. It is possible that the property was actually accuired in individual cases. In concluding the lease agreements or the nurchasing agreements, the other contracting party was the competent clief of the civilian administration of the country in question or the acting chief. As fas as I know, he was also the agency to which the rent or in case of purchase the purchase price was to be paid. I cannot make any exact statements on the question how he used those funds. I suppose, though, that the money was made use of in the same way as other income received b that agency, in other words that it was used for general German purposes in the countries in question. The question of a com ensation or an indemnity to be paid to the owners was, in my ominion, not yet rine to be decided on at that time. I rather assume that a ruling on this question was meant to be dealt with in the future peace treaty. I cannot remember that we checked the provisions of the Hague Convention in detril with reg rd to this case at that time.

TH. SLATION OF DOGULARY Lo NI - 10747 continued

page 1 of original continued

I have read this statement on oath carefully and I have signed it by hand. I have made the necessary corrections in my own handwriting and initialled them. I hereby deglare on oath that I have in this statement told the absolute truth to the best of my knowledge and according to my conscience.

sgd. Dr. Walter NOYAR
Dr. Walter NOYAR

page 2 of original

(english in the original:)
Sworn and signed before me this 11 th day of September
1947 at Palace of Justice, Nuernberg, Germany, by Walter
HOYLE, known to me to be the person making the above
affidavit.

6

(

sgd. Randolph A. R.J.A.W. Randolph W. R.J.A.W., attorney, U.S.Civilian AGO D 597712 Office of Chief of Counsel for War Orimes U. S. War Department.

CENTIFICATE OF FRANSLATION 9 October 1947

I, Ernst Schaefer, AGO No 20165, hereby certify that I am a duly appointed translator for the Jerman and English languages and that the above is a true and correct translation of the document No NI - 10747.

- Ernst Schaefer AGO No 20165

-3-"END" I, Heinz MAYER-WEGELIN, after having first been warned that I will be liable for punishment for making a false statement, state herewith under eath, of my own free will and without coercion, the following:

ALSACE-LORRAINE-LUXEMBOURG

I handled the questions concerning the exygen factories in Alsace-Lorreine when I returned from the Army at the beginning of 1941. I found a confused situation. To get a clear picture proved difficult. I. G. Farben had an agreement with the other biggest exygen producers in Germany, with Linde's Eismachinen, which excluded mutual competition. But neither firm was protected against outsiders. Just in this field outsiders were very dangerous. I. G. Farben, and the same applies to Linde, were therefore extremely interested in acquiring the exygen factories in Alsace-Lorraine and in Luxenbourg which were originally French. These factories had been executetal by the French, but in parts the plants, material and products were still there.

After protracted and difficult negotiations, I. G. become either the lesses of the French factories or it acquired title. In some cases, however, title could not be acquired in spite of IG's efforts.

By speaking of IGF, I also mean, partly, the Vereinigte Severatoffwerks G.m.b.H. (VAW) (United Oxygen Works, Ltd.) which acted on behalf of both firms, I.G. as well as Linds Eismaschinen.

The former owners of the said factories were partly "Mir Liquide", partly the "Oxhydrique". No negotiations were conducted with these former owners nor were their interests considered by us. We rather negotiated with the sequestrators appointed by the German Reich. We were indeed aware that the purchase of the real property and of the plants as for as they still existed might be attacked under international agreements: we, therefore, recognized the possibility that at a later time we might have to return the real property. We gut aside, however, our doubts as to whether such acquisition was justified since, for the bismeschinen in excluding outsiders. In other words: in order to maintain our exygen position, we reached the result that we should assume the risk of having to return the property. From my present standpoint, I disapprove of their acquisition.

The acquisition of enterprises which exceeded a cortain value depended upon the approval of the Vorstand. I, therefore, assume that, in these cases too, the Vorstand has been advised and has given its approval.

I have carefully read the one page of this declaration and have signed it personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under onth that I have given the pure truth to the best of my knowledge and conscience.

(signature) Heintz MAYER-WEGELIN

Jworn to and signed before me this 5th day of June 1947 at Palace of Justice, Murnberg, Germany, by Heinz MAYER- MCELIN, known to me to be the person making the above Affidavit

38

TRANSLATION OF DOCUMENT NO. NI-8581

(Signature) RANDOLPH H. NEWMAN
RANDOLPH H. Newman
U. S. Civilian, AGO #E-3997712
Attorney
Office of Chief of Counsel
for Mar Crimes
U.S. War Dott.

CERTIFICATE OF TRANSLATION

5 June 1947

I, RANDOLFH H. NE MAN, hereby certify that I am thoroughly conversant with the aglish and German languages and that the above is a true and correct translation of the Document No. NI-8581.

> (Signatura) Randelph H. Newman RANDELFH H. NE MAN U.S.Civilian, AGO #B-397712 U.S. Mar Dopt.

END

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MILITARY TRIBLINAL NO.

CASE NO. 1 = 63

Euglish



DOCUMENT BOOK IXIII

Exhibit Document Page:
No. No. Description of Document No.

- NI-6365 Excerpt from "Guiding Principles for the Economic Operations in the Newly Occupied Eastern Territories", issued by the Reichsmarshal of the Greater German Reich, (first edition June 1941) setting forth specific steps to be taken in order to exploit the newly occupied territory.
- NI-5375 Excerpt from Directives issued by Economic Executive Staff East, for the Operation of Economy in the Newly Occupied Eastern Territories (3rd edition September 1942) mentioning a.o. that the Hague Convention on Land Warfare does not apply since the USSR is to be considered dissolved.
- NI- 440 Certified translation of a circular letter from the Reichsmarshal of the Greater German Reich, 20 November 1941, transmitting a report, 18 Fovember 1941, on a discussion of the economic policy and organization in the newly occupied eastern territories.
- NI-11379 Affidavit by Dr. Gustav Schlotterer, Ministerialdirigent in the Reich Ministry of Economics and since 1941 War Administration Chief in charge of Russia, 29 September 1947, authenticating NI-440; at the same time quoting Hitler's directive to use the Russian as slave laborers.
- NI- 6732 Copy of decree by the Reichsmershal, 2 November 1942, (with handwritten remarks by Farben lawyer Stein) concerning increased exploitation of the newly occupied eastern territories, and the organization of the Economic Exploitation East (Wirtscheftseinsatz Ost).
- MI- 6373 Excerpt from Collection of Data on the History of the Economic Staff, East, 21 February 1944, concerning the exploitation of the ecstern territories.

EC-3 Order of Which of W. Ri Ant to General Thomas 300



Exhibit No.	Document No.	Description of Document	Page No.
	NI- 2996	Letter from Wipo (signed by Krueger and Mueller) to the members of the Farben Vorstand and K 3 January 1942, transmitting " at the request of General Konsul Menn" a Situation Report on Russia signed by de Heas (Berlin NW 7).	3.7
*	NI- 1334	Excerpt on Mail Discussion Meeting, 7 July 1941, mentioning a.c. that suggestions should be worked out for the reorganization of Russian industries under German leadership on the pattern of Lussig-Falkeneu.	45
	NI- 8077	Excorpt from the 26th Vorstand meeting, 10 July 1941, regarding Farben's particip- ation in the Russian industry.	47
	NI- 4446	Copy of a letter from defendant Ambros to defendant Krauch, 28 June 1941, suggesting that he (Ambros) and others got to Russia to decide on the utilization of the Russian plants and transmitting names of Farbon employees suitable to take over the Russian bunc plants.	49.
	ні- 4969	Copy of Circular Letter No. 1, signed by Ambros, to Ferben employees constituting the Russien Buna-Commission, 1 July 1941, concerning the functions of the commission in Russie.	53
	NI- 6737	Copy of Circular Letter No. 2, 14 July 1941, concerning Ferben's plans in Russia.	55
	NI- 6697	Copy of a letter from Ambros to Dr. Mulert (Reich Ministry of Economics), 28 October 1941, on Farben engineer Dr. Wolff taking over one of the Russian buna plants.	57
516	NI- 4975	Two drefts of confidential letters, one to be written by Forben to the Reich Ministry of Economics, the other to be written by said Ministry to Forben, 17 December 1941,	50
		concerning agreement to be entered into bet- ween Ferben and the Reich Ministry of Economics with regard to the Russian buna plants.	10

NI- 6735 Copy of letter by defendant von Enjeriem and Ferben lawyer Heintzeler to Dr. Roemer (Reich Ministry of Economics), 17 December 1941, explaining Ferben's dreft of the contract concorning the Synthesekautschuk-Ost G.m.b.H.

NI- 4974 File note by Farben lawyor Heintzeler, on a discussion in the Reich Ministry of Economics, 12 June 1942, about Ferben's position in the Synthosekautschuk-Ost G.m.b.H. and Farben's preemptive right for the acquisition of the Russian bune plants.

TRANSLATION OF DOCUMENT No.NI-6365 (1743-PS) ; OFFICE OF SCHIEF OF COUNSEL FOR WAR CRIMES

(Note: This document is an excerpt of Doc. 1743-PS used by the International Military Tribunal.

Title of 1743-PS is: "Guiding Principles for the Economic Operations in the Newly Occupied Eastern Territories".

/-Green Folder7, Port I. "Issignments and organization of the Economy".

This excerpt is from pages 3-4 of the original German document).

Page 1

Bornenic Operati ns Staff East

Top Secret

Note: Up to mobilization day those instructions are to be treated as "Top secret (State matter)", as of m bilization day open for "Restricted".

Guiding Principles for the Boon micoperations in the newly compared Eastern territories

(Green portfolia)

Scotian I

Assignments on a regarderti n of the Boon my.

Borlin, June 1941

Printed at the Armod forces High Command

TR.NSL TION OF DOCUMENT N: .NI-6365 -(1743-PS CONT'D

Page 3

3

Introduct ry remark.

The "green portfolis", Scotian I, serves the military londership on the Economic effices for crientation in the Economic assignments in the Eastern territories to be newly coupied. It contains instructions concerning the supplying of the traps from that land and provides the guiding principles for the traps to assist the Economy.

The instructions and guiding principles containes in the "green partfall" or prespend to the military anders issued by the armod forces high command and the branches of the armod forces.

TRINSLATION OF DOCUMENT NO.NI-6365 (1743-PS) OFFICE OF CHIEF OF COUNSAL FOR WAR CRIMES CONT'D

The major Boom mic assignments.

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The fell wing executions are first of all intended for crientation during the course of operations. But they contain simultaneously the guiding principles, which serve for the duration of the compation as a fundamental principle. The Boom mic arrangements necessary in the further progress of the occupation will be released as soon as the great political aim is publicated, which will be determined in connection with the necessary improvement of the German war.

- I. In accordance with the commands given by the Fuchrer, all measures are to be taken which are necessary, to bring about the immediate and highest possible explaintain of the complet territ ries in favor of Germany. On the contrary all measures are to be refrained or to be held back that could be harmful to this goal.
- II. The Explication of the territories to be newly accoupled must be executed first of all in the realm of food and mineral all commany. To gain for Germany as much food stuff and mineral all as possible is the main goal of this action. Iside from that order now materials are to be transported from the occupied territories for the German War Economy, insefer as it is technically possible and with a view towards the production to be maintained outside. Is for as kind and amount of the factory production to be maintained the occupied territory, to be reconstructed or newly ordered is concerned, this likewise is also in the very first line to be decided.

according to the needs, provided by the exploitation of the agriculture and the mineral oil Economy for the German Wer Economy.

For the Economic leadership in the occupied territories the meinp ints are to be clearly outlined in accordance with this. This is valid with regards to the main aim as well as fir the individual assignments and those that serwe to mid their execution. From that it can be further c noluded, that these essignments, that cannot agree with the given basic direction toward the goal, respectively those that may make their retention difficult, must be laft out of o naider ti n, no natter if their indicidual compilation does appears desirable. The conception would be totally iff the trook, if it would come to the point to uniformly pursue the ifer in the occupied territories, that it can be directly restored to order and reconstructed with the greatest expediency. The treatment of the individuel districts of the country will have to be in the controry, enlirely varried. Only these territories must be ocon-mically promoted and urgently kept in order in which considerable food and mineral cils can be rendered accessible for us. In other sections of the country, which cannot feed themselves - therefore in big sections of north and mid le Russia - the loun mio operations must be limited to the symilable supplies.

Which mobilization factories are to be maintained or reconstructed, is reserved for later facision.

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TR.NSL.TICN OF LOCUMENT NO.NI-6365 (1743-PS)
OFFICE OF CHIEF OF COUNSEL FOR W.R CRIMES
CONT'D

Pres 4

III. The individual fields consist of the following:

- n) Full and agriculture!
 - 1. The main assignments to be accomplished as soon as possible, is the uninterrupted supply if the German troops, in order thereby to relieve the supply situation in Europe and to case the burdens on the means of transport. The entire need of this for the armed forces is to be taken care of from middle Russia, the main section for the growth of this, insofar as it cannot be busined from their accupied territories. In South-Russia it is to be achieved to feed barley and own instead of cats.
 - 2. The main weight in procuring of food stuff for the domestic scan my has to be placed on grain and all fruits. The surplus of the crop that can be obtained and stoke in the southern territ ries are to be secured by all means, the proper handling of the harvest is to be watched, the removal into agricultural deficient Findle and Marth Russia has to be stopped ruthlessly, insofar as exceptions are not ordered or made accessary in order to feed the troops.
- b) The main weight as far as industrial raw materials are concerned, is to be placed an mineral oil. Under these measures, which do not serve the food management, all tasks connected with the production and shipment of mineral oil, will have first priority, by all means. For the execution of the decrees in the mineral oil field, especially to be issued for the Causesus, the Continental Oil Company will be appointed......
- c) The industries which provide for the functioning in the german interest, of agricultural production in surplus territories, the production of mineral oil and row meterial production, are to be put into operation immediately.
- d) In order to tackle the transportation problem in the german interest, particular attention is to be paid to
 - Street building in South territories and the thoroughfores,
 - 2. The extension of the reil road tracks, especially the building of two track lines in the most important traffic districts,

TRIPSLITION OF DOCUMENT No.NI-6365 (1743-PS) OFFICE OF CHIEF OF COUNSEL FOR W.R CRIMES CONT'D

3. The improvement of centls, unleading facilities in the inland waterways, expecially in the North and South traffic.

4. Rebuilding of horbor facilities.....

CERTIFICATI OF TRANSLATION

I, Vissily Timegowi ide(DT) 414, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI 6365 (1743-PS) (Excerpt of Document No. 1743-PS).

23 :pril 1947

V.SSILY T.RGONI AGO(ET) 414

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(Note: This document is an excerpt of Doc. EC-347 used by the International Military Tribunal.

Title of EC-347 is: Directives for the Control of Economy in the Newly Occupied Eastern Territories". [Green Folder] Part II

[3rd Edition]. Supplementary material to Part I. This excerpt is from page 39 of the original German document).

Economic Staff, East (OKN/WiAmt/Z 1/II Nr. 6250/42 geh.) 6000 opples

SECRET

DIRECTIVES
FOR THE OPERATION OF THE ECONOMY
IN THE NEWLY-OCCUPIED EASTERN TERRITORIES
(Green Folder)

Part II (3rd edition)

Supplementary Material to Part I

berlin, September, 1942

PART II

Directives as Well as Fundamental Decrees and Orders of the Reich Minister for the Occupied Eastern Territories Converning the Eastern Territories Under Civilian Administration.

A. Excerpts from the Directives of the Heich Minister for the Occupied Eastern Territories for the Civilian Administration. (From Folder, Pt. I, pp. 25-30)

1. General

The principal task of the civilian administration in the occupied Eastern territories is to represent the interests of the Reich. This basic principle is to be given precedence in all measures and considerations. Therefore, the occupied territories, in the future, may be permitted, to have a life of their own in a form not as yet to be determined. However, they remain parts of the Greater German living space and are always to be governed according to this guiding principle.

The regulations of the Mague Convention on Land Warfare, which concern the administration of a country occupied by a foreign bolligerent power, are not applicable, since the USSR

TRANSLATION OF DOCUMENT No. NI-6375 (EC-347) OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES CONT'D

- 3 -

is to be considered disselved, and therefore the Reich has the obligation of exercising all governmental and other severeign functions in the interests of the country's inhabitants; Therefore, any measures are permitted which the German administration does necessary and suitable for the execution of this deeprehensive task.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMER, USFET 482, hereby cortify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Fo. NI-6375 (E0-347) (Excerpt of Doc. E0-347).

25 April 1947

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C

DOROTHY Z. PLUMMER USFZT 482

FOLDER 220-1

Berlin, November 20, 1941

The Reichs Marshal of the Greater German Reich Commissioner for the Four-Year Plan Economic Management Stoff, East.

Secret!

Four Year Plan 19 203/6.c.

To:

- the Chief of the High Command of the Defense Force (Wehrsscht) General Field Marshal Keitel,
- la. the High Command of the Defense Force Zoonomic Armement Office, for General of Infantry Thomas,
- 1b. the Chief of the Defense Force Transport System, General Gercke,
- 2. the Supreme Commander of the army,
- 2a. the Quartermaster General of the army, Major General Wagner,
- 3. the Supreme Commander of the Newy,
- Sa. the Chief of the Quartermaster Office of the Feval Marfare Administration, Rear-Admiral Krancke,
- 4. the Supreme Commander of the Air Arm (Luftwoffe),
- 4a. the Quartermoster General of the Air Arn, General of Aviators von Seidel, Hens Georg,
- 5. the maichs Minister and Chief of the Raichs Chancellery,
- 6. the Director of the Party Chricellery,
- 7. the Reichs Minister for the Occupied Eastern Territories,
- 7a. Reichs Commissor Gouleiter Lohse,
- 7b. Reichs Commissor Gouleiter Koch,
- 7c. Envoy Kasche,

(mas 1 of original, contid)

- 7d. Envoy Toubacher,
- 70. Staff Director Schicksdanz,
- 8. the Reichs Toonomics Minister,
- 8a. Under State Secretary Lieutenant General von Hennecken, heichs limistry of Economics,
- 95. Fresident Mohrl, Meiche Linistry of Doonomics,
- Sc. Dr. Fischer, wichs linistry of Documentes,
- 9. the Reichs Minister for Food and Agriculture,
- ga, the Ensiness Group for Food, for State Secretary Encks, (no s 2 of original)
- 10. the Hond Forester of the Leich,
- 11. the Leichs Minister for Armen . and Ammenition,
- 12. the seichs limister of the Interior,
- 13. the weichs minister of Finance,
- 14. the .eichs inister of Communications,
- 15. the -cichs Enbor Einister,
- 16. meichs Minister, Government General, Lr. Frank,
- 17. the wichs Commissar for Frice Formation (i.e. Control),
- 18. the General Agent for Lotor Transport, Rajor General von Schnell.
- 19. the General Light for the Lambetion of the Buildin Industry,
- 20. the Chiof of the December Staff, Dost, Lientenant General Schmoort,
- 200. Chief of "ar Administration Lincko,
- 20%. Chief of the War Administration Dr. Schlotterer,
- 20c. Vice-Chief of Mar Administration Dr. Luchner,
- 20d. Vice_Chief of the War Administration Carrentach,

(page 2 of original, cont'd)

- 200. Major General Magul,
- 21. Inspector General for the Collection and Employment of Haw Materials in the Occupied Jastern Parritories, Dieutenant General Mitting.
- 22. the Agent for the collection of scran and old metal in all occurred territories, Cantain of Cavalry Schu,
- 23. the Agent for Machine Production, Director Langs, Economic Group for Machine Pullding,
- 24. Director Coneral Fleiger,

- 25. the Director of the Eard Trust Office, -ast, Major and Dr. honoris causa Winklor.
- For your information and anidence, I am sanding you herewith three copies of a memorandum on the essential results of the
 discussion of the aconomic plicy and aconomic organization in the
 recently occurred eastern territories, which was held on Fev. 8,
 1941, under the chairmanship of the seichs hershal.

In liou:

simod: Kourner

(SULL) Cortified: /s/ Schwinge Einisterial -scietrar (page 3 of original)

Annex to

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220-1

4th year plan 19203/6. R

Berlin, Wovember 18, 1941 W 8, Leipziper Str. 3.

Secreti

The discussion of the economic molicy and economic organization in the recently occurred eastern territories held on Fovember 8, 1941, under the chairmanship of the eachs harshal has led to the following statements and results:

- A. General principles for the economic policy in the recently occupied enstorm territories.
 - I. For the duration of the war the requirements of

 the war industry are the surrene law of all economic

 operation in the regently occurred eastern territories.
 - II. In the lon -ren w vi.w, the recently exploited enstern territories will be economically exploited from colonial without and by colonial methods. The only execution are those parts of the Eastland which are designated for Cormanization at the direction of the Fachrer; but they too are subject to the principle stated in I. above.
 - the production of food and rew materials.

 The hi hest possible production supprises for the supplier of the which and the other European countries are to be attained through characterism and maintenance of the low living standards of the native population. In this manner, a source of

(page 3 of original) cont'd)

income for the Leich is to be owned up, which will make it possible to cover in a few decades, a large part of the debts incurred in the financial of the war, (page 4 of original)

while sparing the German tempayor insofar as possible, and at the same time will fill the European food and rew natural requirements to the greatest mossible embent.

- IV. Further processing will be admitted in the occupied sestern territories only insofar as this is absolutely necessary:
 - a) to reduce the volume of transportation (that is, processing in principle as far as steel and aluminum in ots).

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- b) to fill the urgent domands for repairs in the country,
- c) to exploit expecities in the armament field during the war.

It still remains to be decided to what extent the resumption of the manufacture of trucks and tractors can be contemplated during the war in view of the overburdening of the European industrial capacity.

V. To consumers! Moods or finished merchandise industry worth mentionin: shall be established in the occupied eastern territories. It is rather the task of European, particularly German, industry to refine the raw materials

(page 4 of original, cont'd)

and semi-manufactures produced in the occurred eastern territories and to fill the most urgent needs of the eastern territories — which are to be exploited in accordance with a colonial economy — for industrial consumers! cooks and means of production. The more products of daily requirement we deliver to pussia, the more raw materials we one extract, the greater will become the tension differential in values and the sooner will our war debts be maid off.

(non 5 of ori inal)

VI. There is no question of swelling the normalition with histographic consumers, woods, bather, all tendencies toward mising the general living standard are to be forestabled by the sharpest ressible measures. The kind and quantity of the consumers, woods and means of production to be delivered to the recently occurred eastern territories are to be accordence on with the economic apprecies of the weight Commissars.

Even the eastland must for the present be supplied with consumers, woods only to the most modest extent mossible. The longerous order for the Germanization of the Destland must not lend to a general raising of the living standard for all the peoples living there. Only the Germans located in the Eastland or to be settled there and the elements to be demanized any be treated better.

(pa = 5 of ori inal, cont'd

- VII. The Russian price and we allowed is to be kept as low as is anywise possible. Any disturbance of the price and we we policy, simed/exclusively at the interests of the Loich, will be ruthlessly prosecuted. The principle applies even to the Eastland that the surpluses, especially in the agricultural sector, must flow into the Leich at the lowest possible prices.
- B. Directives for the military aconomic exhloitation of the recently occurred eastern territories.
 - I. Feeding and Astricultura.

The point of gravity lies in the fooding sector, Sverything must be done to produce as many agricultural products as possible and to make them usable for the requirements of the troops and the Reich. This involves the following requirements:

(pane 6 of original)

a) Collection-Laquisition-of grows:

The transportation to the railroad of the train
threshod out on the Kolkhozes causes special
difficulties. The measures thus far taken to
remove t is defect will be expended. A prerequisite
for the collection of crows is the availability of
sufficient security forces.

Their task is:

1. to provent the town normalition from consuming the grain stored in the country.,

(page 6 of original, cont'd)

- 2. in omergencies, to take even a forcible collection possible,
- 3, to insure transportation itself.

b) Plantings

- 1. The lesses in the fall planting of 1941 due to military actions will be compensated by intensified spring planting in 1942. Insofar as machinery and labor do not suffice for a timely, normal spring planting, it must be examined to what extent more corn (maize) can be rown later.
- 2. From 1943 on, the occupied eastern territories

 must under all circumstances provide the largest

 possible surpluses. Consequently, the main stress

 will in all territories, be laid upon the 1942

 fall planting.
 - An immediate task is the provision of the seed necessary for planting. The intensified employment (page 7 of original)

of military and police security forces is indispensable in order to chard the seed from consumption by the masses of persons streaming into the agricultural sarulus areas.

4. The country normation will receive a sufficient share of the harvest. On the other hand, the kelkhez measant must have no doubt that the requisite field work will be exacted by all means.

(page 7 of original, contid)

c) Livestock raisings

- In order to remove serious dangers to the ment supply for front and home, ment — particularly in the form of frozen and canned ment — must be obtained from the eastern territories and stored up in considerably larger quantities than heretofore.
- 2. The livestock necessary for meat canning must, however, he withdrawn from the occupied eastern territories only insofar as it is assured:
 as) that the inroads into the stocks of animals
 - will not make it impossible for a long time to building up of the livestock raising economy somin,
 - bb) that the carrying away of the masses of cattle rounded up can be technically accommlished without extraordinary substantial lesses,
 - co) that the necessary processing especity for the comming of the next delivered is available.
- In certain territories (especially the middle territory) there are large stocks of animals, (page 8 of original)

which must to inthlessly and ramidly saisad in order to asso the must situation in the Reich, so that the animals may not lose too much weight. A proroquisite for the collection and removal of these stocks is for the nament still lacking military.

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(page 8 of original, cont'd)

and molice security in the territories from which large quantities of livestock can be taken. Here the Army must assist under all circumstances.

- 4. It should to examined whether, in the territories in which the collection and removal of the harvest cause special difficulties, a certain compensation can be systematically accomplished by intensifying the growing of hogs and sheet.
 - 5. A plan will be drawn up respecting the manner in which the right territories of all of sussia are to be emboited for the development of livestock-raising and for the supplying of meat to the Leich. The point of departure in this will be that the living standard of the native population must be kent very low, but that, on the other hand, the peasant is to keep more from the yield of his work in the long run than he formerly received.

The Loichs Harshall expects an mission (of such a plan) in a quarter of a year at the latest.

d) Frovisions for troops:

It is an expecially unbut task to insure provisions for the troops from the country without resorting to the sumply denots. The issuing of food brought up from the central provision denots will be confined to un ent energencies.

- a) Provisions for the no mintion:
 - Supplying the persont possible will cause no special difficulties.

(page 9 of original)

- 2. The urban population can receive only very slight quantities of foodstuffs. For the big cities (Loscow, Leningrad, Tiev) nothing at all can be done for the time being The consequences resulting therefrom are hard, but unavoidable.
- 3. Persons workin: directly in the German interest will be fed at the plants by direct issues of foodstuffs in such a manner that their working strength will be maintained to some extent.
- 4. In the Enstland, also, the food rations for the indimenous commistion will be reduced to a level lying considerably below the German (level), so that from there also the largust ressible sur-lases may be smalled out for the Leich.

II. Industrial oconomy.

Tetrology holds first 1 ce. The minimum of managed ore is most unjust. Then, in the case of coal and iron, it must be seen to that the damme done to the alants by the Soviets is remained as soon as assiste, so that production may be most wickly resumed. Finally, the assist timber resources will be made utilizable for the meich to the areatest respired extent within the limits of the amily the transport facilities, so that the derman forest stands may, in the future, emjoy the areantly needed conservations:

- 11 -

(ne to 10 of original)

- h) _equisition of raw materials.
 - 1. In the requisition of raw materials, especial value will be attached to orienting the central agencies in Sorlin on any quantity of requisitioned raw material however small it may be so that they may control all use of raw materials in accordance with the requirements of military economy.
 - 2. In the case of goods found in free worts, smedial attention must be and to whether they are goods that belong to the loich Germans (either state a encies or grimts firms). Such goods will be turned over to them.
- c) sequisition and use of machinery.
 - 1. From the experience and thus far, it is to
 be assumed that a not inconsiderable mart of
 the machinery haded away by the Lussians has
 become stalled on the railroad tracks or in their
 vicinity in the territories lying farther to the
 east. Descript care must therefore by taken
 that this machinery does not up to rain but
 is duly collected and utilized for the German
 military economy.
 - 2. Thereas hithorto the most diverse a pacies have acted without material understanding and a recomment

(pr w 10 of original, cont'd)

on a gameral plan in the removal of machinery from the occupied eastern territories, a uniform procedure is indispensable for the future. The

(page 11 of original)

commissionar for machine-bailding, Director
Lando, as the central agency for the collection
and use of tool machines, will henceforth make
sure that all the requirements of the German
military according are taken into account in the
disposal of machinery in the recently occurred
eastern territories.

- 3. The basic principle for the removal of tool machines is that only those shall be hauled away which can be utilized at once such as valuable automatic machines and are urgently needed for the fulfilment of the armament program ordered by the Tuebrer.
- i. To be left in the occupied eastern territories are those machines which are needed there for the fulfilment of the military economic tasks assigned to the occurred eastern territories within the framework of the military economy.
- 5. The commissioner for machine projection will results the removal of machinery from the recently occurred eastern territories and the use of machinery in these territories in continuous

(page 11 of original, contid)

cooneration with the local agencies of the Reich Commissars. When no agreement can be reached, the decision of the commissioner for the Four Year Plan will be obtained.

- 5. The development of machines intended for use in the Reich must to left to experts. Transports of valuable machinery must be quarted and accompanied by reliable mersons.
- d) incomesment of industries.

 A IV above is also an licable here. The main thing is that the requirements of the trooms shall be satisfied and the repair needs of the arricultural and industrial installations working for the German war economy shall be filled.

(may 13 of original)

- C. Pasic principles for the management of installations.
 - I. State aronarty --- private aromarty.
 - a) All a ricultural and industrial installations are the property of the Soviet State. This property has now been transferred to the Reich.
 - b) In all the recently occupied eastern territories,
 final adjustments of ownership are fundamentally
 excluded until the territories have been absorbed
 into the union of the Greater German Leich, Hence,
 in principle, only trustes administration is admissible. Prustee administration gives the trustee
 no right to later acquisition of a property.
 - c. Petroleum is an excention. The Lussian mineral ool industry must be permanently managed solely in accordance with the interests of the Leich. The exclusive right to operate the mineral oil industry in the recently occurred eastern territories has therefore been marmamently bestowed upon the Montinentale Oul-AG. (Continental Oil Co.), founded for the purpose of combining all Jerman oil interests with relation to all foreign countries.
 - d) In the formerly Politic morts of the Eastland, one may, in exceptional cases, already think of restoring small installations to their original exposure to a very limited extent. However, only very contions use must be made of this possible exception. The

(mage 13 of original, contid)

same is true of the adjustments of ownership contemplated by the Reich Commisser for the strengthening' of Jerman nationality. The Reichs Parshall reserves the right to decide about the time and commencement of privatization.

II. Taking ofor of installations,

- a) In the eminion of the Fuchrer and the weichs harshal,
 there is no question of or mas of the state, marty
 or Defense Norce (Wehrmacht) takin, over economic
 installations which they are entirely incapable of
 managing. Installations that it is desired to winld
 on again will, in principle, rather be handed over
 to firms or personages possessing the requisite expert
 benewledge and coming or operating similar installations.
 They must therefore be given the opportunity to derive
 adequate benefit from their activity.
- h) The founding of institutions and similar astablishments which may surve the murrous of maring installations in the occurred eastern territories available for special intereasts is likewise inadmissible.
- c) In so for as monomoly commandes have been founded to take over installations specific economic fields associably important for the war, the former regulations will remain in force for the time being.

(page 14 of original-cont'd)

III. Management of installations.

(6)

- a) The Reich lays down the main directives for the management of installations in the occupied eastern territories. It is the duty of the Reich Commissars and their agencies to attend to the execution of these directives in the installations under their juristiction.
- b) In so far as monopoly companies have been etstablished, the following is applicable:
 - 1. The monopoly companies will receive the directives and instructions for the management of installations from the proper central agencies of the Reich.

(p ge 15 of original)

These will decide particularly to what extent installations should, from viewpoints of war economy, be reconstructed, consolidated, stripped (of machinery) or shut fown.

2. The monopoly companies, in carrying out the tasks assigned to them by the Reich, must work closely together with the local agencies of the Reichs Commissars. The Reichs Commissars must know what is going on in the economic filed under their jurisdiction. They must also be afforded the opportunity to exert an influence upon the management of the installations of the monopoly commanies in

(page 15 of original-cont'd)

accordance with the directives given them by the Reich. Local political considerations cannot, however, be recognized in such cases. Rather, the local agencies must promote the work of the monopoly companies by furnishing labor, food, transportation, etc., in the interest of German war economy.

- 3. To facilitate cooperation between the economic agencies of the Reichs Commissars and the monopoly companies, the monopoly companies may, in suitabel cases, erect day hter companies for the different Reichs commissariats.
- 4. In so far as differences of opinion ariose between the Reichs Commissars or their economic amencies and the monopoly companies or their daughter companies over the planning of economic measures of

(page 16 of original)

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their occcution and cannot be settled on the spot, the decision of the correctent central agencies of the Reich will be obtained. The final decision here too rests with the Reichs Harshal.

5. In the case of oil, the conditions are different in that here it does not have to be decided whether an installation shall be shut down or reconstructed, it (page 16 of original-cont'd)

being evident in advance that production and further processing must be set afood immediately by every possible means and without hindrance through any conflicts over competence and the like. Hence, there is no need for any real exertion of influence by the Leichs Commissars upon the measures of the Kontinentale Cel-19. (Continental Cil Company), established by the Reich for the exploitation of the Russian petroleum industry. Of course, it or its competent daughter company must also keep in closest contact with the economic agencies of the Reichs Commissars.

D. Basic principles for the shaping of the budget in the Reichs Commissariats.

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- I. The bases for the regulation of the financial relations between the Reich and the recently occupied eastern territories.
 - 1. The Reich has paid for the financial and material burdens of this war. Only the Reich will continue

(page 17 of original)

to be in a position to make the material means available without which neither industry nor administration can operate in the recently occupied eastern territories.

2. The Reich must therefore see to it that the ex-

(page 17 of original-cont'd)
defrayed without unbearable overburdening the
Riving standard of the Gorman people.

- 3. It is the clearly pronounced will of the Fuehrer that the heich's burden of debt arising from the war must for the most part be covered by receipts that must be extracted from the recently occupied eastern territories.
- 4. The Reich, not the Reichs Commissariats, is the Leval successor for former Soviet State property in the recently occupied eastern territories.
- 5. The Reich must exercise control to the end that the receipts and expenditures are kept in harmony with the interests of the Reich in the recently occupied eastern territories.
- 6. Naturally, nowever, the Moichs Commissars, in view of the extremely difficult conditions in the recently occupied a stern territories, must have a certain financial freedom of movement.
- II. Implications for the shaping of the budget in the Reichs Commissariats.

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 Budgets for the income and outgo of the Reichs Commissariats will be drawn up by the Reichs Hinister for the Occupied Eastern Territories and approved by the Reichs Finance Minister.

(page 18 des original)

- 2. The Reichs Finance Minister will determine what receipts in the occupied eastern territories shall flow directly into the Reichs Treasury and what receipts shall be left at the disposal of the Reichs Commissars within the framework of their budget.
- 3. The financial freedom of movement of the meichs Commissars must not result in the use of receipts from the recently occupied eastern territories to defray expenditures serving for the execution of any plans in other territories.

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- 4. The "(canal) look profits" ("Schleusenverinne")
 originating from the importation of agricultural
 products, raw materials and finished goods from
 the recently occupied eastern territories belong
 fundamentally to the "cich. The Roichs Finance
 Hinister, in accord with the Roichs Linister for
 the Occupied Eastern Territories and the competent
 instances of the Roich, will determine in what
 manner the (canal) lock profits are to be handled
 and disposed of.
- 5. Budget ne obtations will be carried on by the competent Reich agencies directly with the heichs

(page 18 of ori inal-cont'd)

Commissars. In so far as no agreement can be reached in these no obtations, the Reichs Harshal, in accord with the Reichs Hinister for the Occupied Eastern Torritories, will decide.

Dr. Bergmann.

I certify that the above translation is correct and made to the best of my ability

- Lawrence Ecker si ned: Lawrence Ecker

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- 22 -

TRANSLATION OF DOCUMENT EC 3 OFFICE OF U.S. CHIEF OF COUNSEL

P. 4 Liaison Staff of Supreme Headquarters C.P. 25 November 1941
Armament Procurement Office (iRü Amt)
with the Reich Marshall.
Nr. 250/41 g.

Ref: Order of the Chief, iRü Amt, Supreme Headquarters, doted 29 July 1941.

Re: ar Economy Notes Concluded 30 November 1941

To the:

100

Chief of the iRu Amt

General Thomas

Berlin

The conceptions occosionally mentioned during the Reporting period are comprised in the notes of the conference on 8 November 1941. Compare Reich Marsaell of greater Germany report for the V.J.P. Nr.19 203/6 g.v. of the 20th November 1941. The Reich Marshell has not been in the supreme headquarters East since that time so that no lectures have been given.

In order to preserve presentation with request to the existing reports, the general principles of economic policy in the newly-occupied Bastern territorities "based on the AAST conference" in Berlin of the 8th of November 1941 are stated in the following:

- "I. For the duration of the war the requirements of the war economy will be the all dominant factor of any economic measures in the newly-occupied heatern territorities.
- If. Seen from a longe range point of vie, the newly-occupied Eastern areas will be exploited economically from the point of view of colonial administration and by colonial methods.
- Exeptions will be made only for those parts of the Eastland which are to be Germanized by order of the Führer, but even they are subject to the principle expressed in paragraph I.

III. The main emphasis of all aconomic work rests with the production of food and real materials.

The highest ossible production surplus for the surply of the Reich and of other European countries is to be attained by cheap production based on the maintenance of the low living standard of the native population. Besides covering thereby the European needs for food, supplies and raw materials as for as possible, this measure is intended to create a source of income for the Reich which will make it

P. 5 possible to liquidate in a few decades, with utmost consideration for the German taxpower, an essential part of the deets incurred in the financing of the war.

IV. Manufacturing in the occupied Eastern territories will be considered only if absolutely necessary:

- to decreese the volume of transportation, (i.e. manufacturing processes up to steel or eluminium blocks),
- to take core of urgent repair needs inside the country,
- c) to take adventage of all facilities in the armament sector during wer-time.

It remains to be decided to what extent a resumption of the production of trucks and tractors can be considered during the war (in view of the overburdened European industrial capacity).

- V. The development of a considerable consumer goods and finished products industry in the occupied mastern territories is not permitted. It is nother the task of European and especially German industry to process the naw materials and semi-finished products produced in the occupied mastern areas and to take care of the most urgent requirements for industrial consumer goods, and production means of those mastern areas which are to be exploited like a colony. The larger the number of products of daily needs we send to Russia, the greater will be the quantity of raw materials we can extract, the greater will the difference in values become, and the earlier will four war debts be liquidated.
- VI. To supply the population with high-valued consumer goods is out of the justion. On the contrary, all tendencies to raise the general standard on living are to be suppressed right from the start with the most drastic measures. The question as to which kinds and quantities of consumer goods and productions means are to be delivered to the newly-occupied Eastern areas is to be settled in conjunction with the Economic Office of the Reichskommissars.

The E-stland (Ostland, too, may, at the beginning, be furnished only very limited quantities of consumer goods. The P. 6 long range order for the Germanization of the Eastland must not be allowed to lead to a general rise of the living standards or all the mationalities living there. Only the Germans living there, or to be settled there, and this elements to be Germanized may receive preferential treatment.

VII. The Russian price and wage scales are to be kept as low as possible. Any interference with the price and wage policy which is to be established exclusively to benefit the interests of the Reich is to be punished mercilessly. The Eastland, too is subject to the principle that surpluses, specifically the agricultural ones, have to reach the Reich at the lowest possible prices.

(Signed) NAGL

P. 12 Lisison of the Ok / iRuAnt with the Reich Murshall C.P., 18 September 1941

Re: Economic Notes for the Reporting Period of 15 August to 16 September 1941.

In that period discussions pertoining to wer and general according to the letter of september. Nothing of besidely new importance came out of the discussion so that no notes could be taken about it.

The following persons perticipated in the conference of 16 September which had been proceded by a short meeting on the 15th of September:

The Reich Morshell

Secretory of State Backe (4-Year Plan)

General of the Luftwaffe Gosrau (Administrative Office,
Odd L)

Lt. General von Seidel (Quartermaster General Obd L)

Lt. General Osterkan (Army Administrative Office)

Lt. General endersleben (Army Administrative Office)

Colonel Bantsch (Quartermaster General, OKH)

Ministerialdirektor Riecke (Economic Staff EAST, 4-Year

Plan and Reichminister EAST)

Major General Nagl (Limison Office, Oh / iRüAmt)

Ministerialrat Dr. Görnnert (Reich Marshall)

Captain on the General Staff of the Luftwaffe von Brauchitsch (Reich Marshall)

P. 13
At this conference which was concerned with the better exploitation of the occupied territories for the German food economy, the Reich Marshall called attention to the following:

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It seems that the ehrmacht demands too much, especially preserved food from nome. ith the exception of tobacco goods, chocolate, dried vegetables, etc., all food supplies for the troops, used or utilized in the mastern territories, have to be furnished by the occupied territories themselves. If that cannot be accomplished, perhaps on account of insufficient organization or out of sympathy for the native population, or because of transport difficulties or indolence, or because the use of preserved foods is simpler, then these reasons must be done away with. On no account do I permit an increased — supply from the Reich, which — especially with regard to meat supply — would lead to a decreas of rations for the German civilian population. On no account do I give my permission for that.

The morele at home would suffer from that or become shaky. The home front has to take enough already (bombings, mounting, losses, slow successes in the most, and in addition, the fact that this war is a second one within a generation.) This would furnish an excellent weapon for enemy propagands. It already employs these days the method of instructing the populations of the occupied countries to dry for food time and timesfin, to hide stores, to keep from delivering food supplies, etc., so that every place — and not the least at home — food difficulties and bad feelings associated with the sinking of morele, arise.

It is clear that a graduated scale of food allocations is needed.

First in line ere the combet troops, then the remainder of troops in Guenny territory, and then these troops stationed at home: The rates are adjusted accordingly. The supply of the German non-military population follows and only then comes the population of the occupied territories.

In the occupied territories on principle only those people are to be supplied with an adequate amount of food who work for us. Even if one wanted to feed all the other inhabitants, one could not do it in the newly-occupied Eastern P.14 areas. It is, therefore, wrong to funnel off food supplies, for this purpose, if it is done at the expense of the army and necessitates increased supplies from home.

(Signed) NAGEL (Reich Marshall)

CERTIFICATE OF TRANSLETION OF DOCUMENT NO. EC 3

. 4 December 1945.

I, Baki STain, civilian, hereby certify that I am thoroughly conversant with the anglish and German languages; and that the above is a true and correct translation of extracts from Document aC 3.

Certified by:

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Sign. Bort Stein

SIDNEY B. JACOBY

BERT STEIN

TRANSLATION OF DOCUMENT NO. NI-11379 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES (continued)

"from colonial viewpoints" (original continues in German)

Page 4 paragraph V, starting with the words; (Trans. note: Original continues in English:)

"No consumers! Roods or finished merchandise industry"; (original continues in German)

also on Page 6 of the chapter numbered VII.: (Original continues in English)
"The Russian price and wage level ..."; (Original continues in German) and finally also on page 9 of the chapter II under the heading: (Original continues in English:) "Industrial economy", (original continues in German) according to which the emphasis was to be put on mineral oil and manganese ore.

I could not have remembered the date of this meeting, which according to the document was on 18 November, but I do remember the famous (or infamous) speech of Goering's at that time,

(page 2 of original)

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(3)

in which he expressed the view that the Russian is to be regarded as a slave. The original directives of the government had provided that no Russian was to enter German territory for any reason whatsoever. According to the reports on this meeting which I had received, Goering now stated that he had just come from the Fuehrer and this attitude had been changed; the Fuehrer had said that all the great civilizations (Kulturen) had only flourished through the use of slave labor (he referred to Egypt, to Babylon and the Near East in general, and also to Rode.) The practical application of this was that one must utilize the Russians as slaves.

After reading the document NI-440 I have no doubt that this is the translation of the original minutes of the meeting.

I have carefully read each can of the two pages of this affidavit and personally countersigned them, have made the necessary corrections in my own handwriting and initialled them and herewith declare under oath that in this statement I have told nothing but the truth according to the best of my knowledge and belief.

(signature) DR. GUSTAV SCHLOTTERER

Sworn to and signed before me this 29th day of September 1947, at Palace of Justice, Nuernberg, Germany, by Dr. Gustav Schlotterer, known to me to be the person making the above affidavit.

(signature)Randolph H.Newman RANDOLPH H. NEWMAN, Attorney U.S.Civilian U 397712 Office of Chief of Counsel for War Crimes, U.S.War Dept.

-2-

TRANSLATION OF DOCUMENT NO. NI-11379 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Gustav SCHLOTTERER, after having been warned that I will be liable to punishment for making false statements, herewith state under oath, of my own free will and without coercion, the following:-

A document in English has been submitted to me which is numbered NI-440 and which is headed as follows: (Trans. note: Original continues in English:)

" FOLDER - 220 - 1

Berlin, November 20, 1941
The Reich Marshal of the Greater German Reich
Commissioner for the 4-Year Plan
Economic Management Staff East.
Secret!

Four-Year Plan 19 213/6/g/."

(Trans. Note: Original continuer in German:)

The first 2 pages contain the allocation list and are signed: "KOERNER, authenticated SCHWINGE." Goering's deputy for the Four Year Plan, Staatssekretaer (Under Secretary of State) Paul KOERNER, is meant by this.

A document of 18 pages, also with the number NI-440, is attached to this document as an annex, which bears the heading: (Trans. Note: Original continues in English: †

"Annot to

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4-Year-Flan 19203/6/.g.

220-1 Berlin, November 18,1941 W8. Leipziger Strasse 3.

Secrat!

(Trans. Noto: Original continues in German)

I have read this English document (I would like to state that I am conversant with the English language.) The name which appears at the end of the 18th page, 'Dr. Bergmann", refers to a regionally sourced in the Reich Ministry of Economy. Then went to work for the Deutsche bank and at the beginning of the war transferred to the Four Year Plan. I had from my own knowledge that he occasionally took down and Gigned the minutes of meetings referring to the Four Year Plan which he retended. In this connection I would like to remark that I got to know that he was excellent at keeping the minutes. (Protokollfuehrer).

I do not remember ever having read this document in German. The various points listed in it which I have now read in the English text correspond to what I remember. I remember some points exactly, for instance: particularly right on page 1A II of the chapter in which the words: (Trans. Note: Original continues in English)

TRANSLATION OF DOCUMENT NO. NI-11379
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES (continued)

"from colonial viewpoints" (original continues in German) and cer;

Page 4 paragraph V, starting with the words; (Trans. note: Original continues in English:)

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"The Russian price and wage level ..."; (Original continues in German) and finally also on page 9 of the chapter II under the heading: (Original continues in English:) "Industrial economy", (original continues in German) according to which the emphasis was to be put on mineral oil and manganese ore.

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I have carefully read each coe of the two pages of this affidavit and personally countersigned them, have made the necessary corrections in my own handwriting and initialled them and herewith declare under oath that in this statement I have told nothing but the truth according to the best of my knowledge and belief.

(signature) DR. GUSTAV SCHLOTTERER

Sworn to and signed before me this 29th day of September 1947, at Palace of Justice, Nuernberg, Germany, by Dr. Gustav Schlotterer, known to me to be the person making the above affidavit.

(signature)Randolph H.Newman RANDOLPH H. NEWMAN, Attorney U.S.Civilian U 397712 Office of Chief of Counsel for War Crimes, U.S.War Dept.

32

TRANSLATION OF DOCUMENT NO. MI-11379
OFFICE OF CHIEF OF COUNSEL FOR MAR
CRIMES (continued)

CERTIFICATE OF TRANSLATION

I, D.L. Galewski, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document NO. NI-11379.

7 October 1947

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D.L. Galewski ETO 34079 (handwritten) II/1298

COPY

The Reich Karshal of Greater Germany Commissioner for the Four Year Plan Economic Directing Staff East (Wirtschaftsfuehrungsstab Ost)

illegible handwritten note

(no East?)

V.P. 15975/6_

Subject: Wirtschaftseinsatz Ost

(handwritten:)

(initial:) Bo
To Herr Borgwardt
Please return.
In my opinion it means: Whatever
you can't define and what has
not been disposed of, is to be
considered as Wirtschaftseinsatz
Ost G.m.b.H.
The decree was transmitted to me
confidentially.
(signature:) Stein 11 December

The war development requires to put the economic strength of the Occupied Eastern Territories to an even larger extent than originally contemplated at the service of the German war activity. In view of the progressive enlargement of the occupied areas the economy of the Occupied Eastern Territories will only be able to fulfil its functions in connection with the war economy if the commercial and technical experience available within the German economy is utilized to the greatest possible extent. The Bolshovist regime combines the political direction of economy and the practical management of the plants and commercial enterprises in the hand of the state. This is contrary to the National Socialist conception of economy. The official authority is supposed to direct the economic policy; but the economy must look after the practical management. The economic offices established within the Occupied Eastern Territories cannot be allowed to plants themselves, as this is not their task and they do not possess the commercial apparatus required for this purpose and the necessary business experience and relations. The individual ecohomic offices of course may not all ays have sufficient knowledge and experience to attract in any wase the most suitable German firms. For the branc J of war economy most important for the war effort this will be done by the Eastern Corpora 3 (Ostgesellschaften) established with my consent.

(page 2 of original)

No corresponding office in charge exists for the other branches of economy.

The Reich Groups Industry and Commerce have now offered to take over the selection of business men for these branches of economy according to the principles of private economy and within the framework of a company. In view of the fact that the Reich Hinister for the Occupied Eastern Territories and the Reich Hinister of Economics have advanced this offer as a proposal of their own, I agree that the Hirtschaftseinsatz Ost G.m.b.H. should take over the task of attracting all available German and European economic assets for those branches of industrial economy not yet controlled by the licensed Eastern Corporations (Ostgeselschaften) and of supporting the firms and enterprises called upon in their practical work. For the accomplishment of these tasks the company, in accordance with the economic and political directives issued by the supreme economic offices and in agreement with the local economic offices, is entitled

a)to entrust third persons with the temporary management of industrial plants or commercial enterprises or to manage these themselves:

 b)to carry through all measures necessary for putting back into operation, rebuilding, completing, erecting new industrial plants and commercial enterprises;

c)to transact business of all kinds and to provide in this connection for the carrying of future needs by keeping stocks.

The Mirt haftseinsatz Ost G.m.b.H. is not permitted to develop into a Konzert argany. It is supposed to direct; and its main task is the selection and appointment of individuals firms and business men, where it does not itself temporarily take charge of the industrial plants and commercial enterprises. In order to accelerate the employment of individual firms or enterprises the company is entitled to conclude with them temporary

(page 3 of original)

contracts in accordance with the directives given by the central offices entrusted with the trusteeship. The formal conveyance of the objects intended for administration and the signature of the definitive contracts will be the task of the local offices entrusted into the trusteeship. The taking up of practical activity by the firms and business men selected by the company must not be delayed by this.

The question of re-establishing private ownership in the occupied territories cannot be decided at this juncture, considering, among other things, the combat veterans. Industrialists the in the interest of the war effort, offer their services now for the rebuilding of the Eastern Economy may, however be confident that they will receive preference later, along with the war veterans.

I request all offices within the Reich and the Occupied Eastern Territories to allow the irtschaftseinsatz Ost G.m.b.H. to function in the Occupied Tistorn Territories and to give it all necessary assistance.

(typed signature): GOERING

verwaltungsassistent (administration assistant)

Distribution:

High Command of the Armed Forces WFSt. (Supreme General Staff)

WiStab Ost (Economic Staff East)
High Command of the Armed Forces AWA (General Department of the Armed Forces)

of the Army Gen Qu (Quartermaster General)

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document NO. NI-6732.

16 September 1947.

Mona A.M. Macleod, MEP 38347.

TRANSLATION OF DOCUMENT No. NI- 6373 (EO-38) OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Note: This document is an excerpt of Document EC-38 used by the International Military Tribunal.

Title of EC-38 is: "Collection of Data (Materialsenmlung) for the History of the Wirtschaft-Stab Ost as approved by the Connanding General (Chef) of the Wirtschaft-Stab Ost on 23 February 1944".

This excerpt is from page 5 of the original German document).

Subject: B I. 1

The entire economic management in the Occupied Eastern Territories rests with the Reichsmarschall as Commissioner for the Four
Year Plan. As his instrument, the Reichsmarschall uses the Economic
Operations Staff, East (Wirtschaftsfuchrungsstabes Ost) which comprises the representatives of the main administrative departments.
The implementation of decrees takes place through the Wirtschaftstab Ost with Lt. General SCHUBERT at its head assisted by Ministerialdirigent Dr. SCHLOTTERER, for the industrial sector, and
Ministerialdirektor RECKE, for agriculture.

The aim of the Economic Command (Wirtschaftsfuchrung) in the Occupied Eastern Territories must be the maximum production of goods which are important to the war, namely, eros, crude oil and foodstuffs. All other considerations must give way to this.

Page 5

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NI-5373 (EC-38).

23 April 1947

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DOROTHY E. PLUMMER USFET 482



DOR MAR CRILES. I. G. FARBENINDUSTRIZ AMPINGESTALSCH'FT POLICICAL ECONORY DEPARTMENT Unter den Linden 78.

TRANSLADON OF DOCUMENT TO. FI - 8996 OFFICE OF U.S. CHIEF OF COUNSEL

Borlin HW 7, 3 January 1942

(Stemp): Office of the Chief-Engineer Fo.72 Roccived 5 Jan. 1942 Transmission for handling to: Answered on:

To the Hombors of the Vorstend and of the Cornercial Counittee.

At the request of Consul General M a n n we ber to transmit to you the Situation Report of the Lisison Office East on Russie, concluded on 3 January 1942.

I.G.FARBENINDUSTRID AKTIEFGESELLSCHAFT

(signed): Krueger

Hueller

Inclosuro.

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(page 2 of original)

STRICTLY CONTIDENTIAL!

Situation Report of the Ligison Office East on Russia.

Since the last neeting of the Cornereial Cornittee on 4 Hovember 1941 the establishment of the Reich Ministry for the Occupied Bastern Torritories, already ordered by the decree (Haupterless) of 17 June 1941, has now been announced to the public on 17 Hovember 1941. The Ministry, under the direction of Reich Minister Resembers, shows the subdivision, already mentioned before, into 3 main departments; Politics, Administration and Economy. These ero staffed as follows:

(Roichsontsleiter) Dr. Leibbrandt Hain Department Politics: Hein Dopertment Administration(Regiorungspraceident) Runto

Hein Dopertment Beenengt (Gaulcitor) Dr. Hoyer, who at the sense time helds the effice of deputy to the Minister.

TRINSLAMENT OF DOCUMENT NO. FI - 2996 CONTID.

Within the Main Department Economy, Ministerial direktor Dr. Schlotterer directs the section Industrial Economy and Ministerial direktor Ricke the section Agriculture. The intended granting to these section chiefs of the titles of Secretary or Under Secretary of State has, however, not come through yot.

Within the framework of the controlized organization it must be pointed out as a new feature that police authority in the territories subject to civilian administration will be exercised exclusively by the Reichsfuchrer SS, Hirmler. At the some time the Reichsfuchrer has been appointed Reichskommissar for the Strengthening of Germanian in the occupied territories. At the moment, however, his mandate in this direction merely comprises the Reichskommissariat Ostland and does not yet include the Reichskommissariat Ukraine.

As far as territory is concerned, both Reich Kornissariats were expanded at the beginning of Decarbor by Esthonia being incorporated into the Reich Kornissariat for Ostland whilst the territory within the vast Dnjepr-bend East of the Escherkassy - Clwiopel line was incorporated into the Reichskornissariat Uhraine. SA-Obergruppenfuchrer Litzmann was appointed General-kornissariats in the Reichkornissariat Ukraine have not taken place as yet but will probably cone through during January.

(pego 3 of original)

As far as the establishment of companies for the East is concorned, it can be reported that so far 17 such commanies have been founded, and these - perhaps in an attempt to deviate from the conception of "monopoly companies" - are subdivided by the Reich Group Industry into the following 3 groups:

- Companies for Acquisition and Trade (Erfrasungs- und Handelscosellschaften)
- II. Operational Companies (Betriebs resellschaften)
- III. Sponsership Compenies (Betrouungsgesellschaften).
- To Group I: Compenies for Acquisition and Trade belong:
- Control Trading Company East for Agricultural Salos and Requirements G.m.b.H. (Zentralhandelsgosullschaft Ost fuer landwirtschaftlichen Absatz und Bederf G.m.b.H.)
- Gorman Forestry and Lumber Company 1.b.H., Section East. (Doutsche Forst- und Holzwirtschaftsgeschischaft n.b.H., Abteilung Osten).
- 3. Row Haterial Tradin Company H. b. H. (Rohstoff-Handelsgosellschaft H. b. H.).

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^{*}Ydio Fostigung des deutschen_ 2 -Volkstuns)

TRANSLATIO OF DOCUMENT NO. NI - 2996

- Eastern Company for Acquisition of Skins, Hides, and Related Merchandise m.b.H. (Osterfassungsgesellschaft fuor Hacute und Felle und verwandte Gebiete m.b.H.)
- 5. Oil Sales Company, Ostland G. ... b. H. (Ostland-Ool-Vertriebs-G.n. b. H.).
- To Group II: Operational Companies belong:
- Mining and Foundries Company East m.b.H. (Borg- und Huettonworksgesellschaft Ost n.b.H.).
- 2. Bastorn Fibres G.n.b.H. (Ostfasor G.n.b.H.)
- 3. Continental Oil A.G. (Kentinentale Ocl A.G.)
- 4. Beltic Oil G.m.b.H. (Beltische Ocl G.m.b.H.)
- 5. Eastern Oil G.n.b.H. (Ost-Ool G.n.b.H.)

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- To Group III: Sponsorship Compenies belong:
- Caustic Soda and Potash Company, East G.m.b.H. (Soda- und Astzalkalion-Ost G.m.b.H.
- 2. Charicals, East, G.m.b.H. (Charlo Ost G.m.b.H.)
- 3. Super-Phosphatos, East, G.m.b.H. (Superphosphat-Ost G.m.b.H.)
- 4. Hitrogon, East, G.m.b.H. (Stickstoff-Ost G.m.b.H.)
- 5. Some and Determents, East, G.m. b.H. (Seifen- und Masch- mittel-Ost G.m.b.H.)

The I.G. has empital investments in the following commences:

Continental Oil A.G. (Kentinentale Oal A.G.)

Entire capital EN 80 Million I.G. investment # 3 # = 3,75 %

Charicals East G. .. b. H. (Chario-Ost G. .. b. H.)

Entire capital Ri 20.000.- = 5 \$

(page 4 of original)

Countic Soda and Potash Company, East G.m.b.H. (Soda- und Actzkelion-Ost G.m.b.H.)

Entire copital EN: 30.000.-- = 16,67 \$

Hitrogen Best G.m.b.H. (Stickstoff-Ost G.m.b.H.)

Entire capital RN 100.000.-I.G. investment # 54.700.- = 54,7 %.

TR' WSLANTOF OF DOCUMENT NO. NI - 2996 CONTID.

Thus the I.G. has participations in one operational company
[[Botriobsgosellschaft] (Kontinentale Ool A.G.)] and in three
sponsorship companies[[Botrouungsgosellschaft] (Charie Ost G.m.b.H.,
Soda- und Actskalien-Ost G.m.b.H., Stickstoff-Ost G.m.b.H.)].

In connection with the activities of the compenies for the East, it should be pointed out that an economic and colonial exploitation of the Egstern territories is not enviseded in the long run. Therefore the companies for the East, the practical function of which is at present to regulate the relationship to the Gorman oconomy, must be considered as more expediency institutions which later on, at the proper moment after the end of the war, will be superseded in some way or other by private enterprise. In any case the basic tendency aims at increasing already the responsibility of the plant managers who at present are still employed as trustoes, and at creating the basis for independent enterprise through a participation in profits, which can be considered as a prolimary step to reprivatization. In this connection it is particularly interesting that the Fuehrer exphasized in unnistekable terms to the Reich Marshal that state or party economy was not to be introduced into the occupied territories but that private enterprise was to be allowed to po its own way as for as possible. The end of the war is enviseded as the date on which private industrial enterprise is finally to be included in the school. German enterprise and German trade will from that time on have every opportunity of participating on an independent feeting in the economic reconstruction of the Eastern territories. The guiding principle here will be the pronotion of private enterprise and the founding, of independent ostablishments, the latter to be tied as for as possible to their local areas. This does not mean that big firms like Farbon will be ancluded from participation in the reconstruction in the East. On the contrary, it is realized that the initiative of big firms of this kind will have to be called on to a very considerable extent. On the other hand, however, it is decreed desirable that, as time passes, the enterprises in question will not be directed by employees belonging to Germany but by manner gors who in each case will become independent and take root thoro.

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In the field of the general work of reconstruction to be performed in the East it is of interest that the question of foreign investments has gained importance. It is not yet known to what extent and in what form the government of the Reich intends to authorize investments by the European countries. According to the situation it will in the first place be a question of the delivery of machines and material, and perhaps, also, of processes. In view of the manpower shortage the use of personnel will also be necessary. Capital investments will be the very last form of perticipation especially since every form of reprivatization on a large scale remains excluded for the time being. In this connection the credit problem must be solved, too, a task which is all the more difficult as German trade with most countries

TRANSLARMON OF DOCUMENT NO. NI - 2996 CONT'D.

shows a dobit belence and Germany therefore can repay the values delivered in the form of natorial only from the proceeds of the Russian plants themselves, which again necessitates interin finencing porhaps through temporary credits (Veberbruckungskredite). Furthermore, the Reich announces its intention not to leave tempercry profits, derived from the low standard of living and the low cost of production, to the enterprises but to cash them in itself, thus leaving the Russian factories with nothing but the normal profit customory in Gormany. This intention of the Reich to take in all intermediate profits (Schlousen-govinno) originated with the plan to use the Eastern territories for the liquidation of the German war debt. In the face of this, foreign countries, however, will have to ask themselves whether the profits eventually derived are proportionate to the risk connected with the deliveries of untorial. Only after this question has been answered can it be expected that the tendency, already apparent in Hungary, Holland, Donnerk, Itely and Switzerland, to organize companies for the East, will assume "a concrete for ..

It may be considered an established fact that, as far as the starting of production in the enterprises is concerned, it is intended to create the conditions which are considered desirable for subsequent development in a slow and natural manner without any hersh intervention on the part of the state. But it will only be possible to gain a practical survey of existing problems, when it has been decided next spring which enterprises can be put into operation. The preparation of this survey is mainly the task of the Charie Ost G.m.b.H. which

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within the limits of its character as a sponsorship company is getting to be considered more and more by the authorities as a control chemical corporation. At all events, even today the ten-Concy aims at entrusting the Chamie Ost G.n.b.H. with the control of the enterprises managed by trustees and at granting it also the right of nominating trustees. In addition to this it is supposed - in its empacity of control purchasing agency, and, of course, only in the field of chemicals - to arrange the procurement of apparatus and raw materials, and to comparate in the solution of foreign currency and narkot-credit problems. In connection with this survey which covers the field of activities of Charic Ost, it must be mentioned that up to the present time the company is not active for all practical purposes but confines itself to the proporation of the tasks it has to expect. The conviction provails that a genuine chance for industrial activity does not yet exist in the East and that, therefore, reserve is advisable. This attitude also affects the founding of additional compenies for the East and makes for further delay. How as before the plan to merge future individual foundations into the all-embracing Chamic Ost plays its part.

is for the question of existing possibilities of participation in the reconstruction work in the Eastern Territories, the principle that the East is to be considered as a purely exticultural and new material area should be mentioned once more. The direc-



TRANSLATION OF DOCUMENT NO. HI - 2996 CONT'D.

Eastern Territories provide for a ruthless evacuation of the industrial cities of the South and for the removal of all useful industrial machinery, especially of all non-ferrous notals etc. All our strength should be concentrated on agriculture and mineral oil exclusively. Therefore the fact that the East is to become principally and preferably an agricultural region, as far as this is not already the case, leads to the conclusion that as a matter of principle industrial planing is out of a viction within a measurable space of time, for which reason all activation in such a direction should also be considered at present as obviously superfluous. The authorities therefore recommend the exercise of some reserve and concentration now as before mainly on observation and information. At the moment this pass-word seems all the more advisable as in the field of organization

(page 7 of original)

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certain disagreements still have to be overcome, which only need to be hinted at here under the catchword "Disagreement between the Reich Ministry for the Occupied Eastern Territories and the Reichskommissariats. On the other hand care must be taken that imformation be gathered in time if the general situation makes I.G. activity seem advisable.

In view of the importance of the East as/agricultural country, the following information on the planning of the agricultural section is given:

The staff directed by Ministerialdirector Ricke has the some personnel for all three fields of competency, and handles all problems within:

- the field of ectivities of the main department Agriculture of the Reich Ministry for the Occupied Eastern Territories,
- the field of activities of the Business Group Agriculture in the Four-Year Plan,
- 3. the field of activities of the military agency for the mone of eperations and is at the same time responsible for the agricultural and food conditions in general including those of the fighting troops.

In the territories of the Reichkommissoriets Ricke's stoff endeavors to effect a sovereign control of cultivation and tradition right down to the level of the collective farms (Kolchosen). The agricultural departments at the offices of the Reichskommissor, Generalkommissor and finally, as the lowest authority, the District Commissioner for Agriculture, (Kreislandwirt), serve this purpose.

The organization set up for acquisition (Erfassungsorganization) the Central Trading Company East (Zentralhandelsgesellschaft Ost) is organized in the opposite way, its smallest unit, the Eagot or cooperative, also being subordinate to the District Commissioner

TRANSLATED OF DOCUMENT NO. NI - 2996 CONT.D.

for Agriculture. On a higher level it is subordinate to the agricultural department in the offices of the Generalkommissar or Roichskommissar or Roich Ministry for the Occupied Eastern Territories respectively. In order to get hold of the output of fibre and to send it to the Reich through the local authorities who always satisfy their own needs first, organization: such as the Ostfaser G.m.b.H. will also be obliged to work in a level not lower than the district cooperative (Zegot).

In connection with the problems of organization in the agricultural field it should be mentioned that the Central Trading Company East (Zentralhandelsgesellschaft Ost) not only provides for the acquisition of agricultural products and the satisfying of agricultural

(page 8 of original)

needs, but it has also been entrusted with the spensorship of enterprises which - like distilleries, sugar factories etc. - process agricultural products. Without doubt this field in particular still provides many individual problems for chemistry, too, if one considers that the wast stretches of arrable land in the East are capable of becoming an important source for the acquisition of chemical raw materials.

In connection with this report the following special problems nust be mentioned:

1. Entry into the Occupied Eastern Territories.

On account of several inquiries about the possibility of entering the Occupied Eastern Territories, use was made of the opportunity to discuss the matter with the Reich Ministry for the Occupied Eastern Territories and with several other official agencies. As a result of these discussions it can be reported that the Ministry for the East as well as the Four-Year Plan declared categorically that at the present moment all travelling to the Eastern territories is absolutely undesirable and that travel permits will be greated only for the execution of orders issued by the Reich. As a matter of principle not more people from the Reich than are absolutely necessary should visit the East. The Economic Steff East (Wirtscheftsstab Ost) announced that transit permits will be issued only if the interests of the war economy or of the economy in general need to be protected. On 3 January 1942 a memorandum was sent accordingly to the I.G. agencies involved.

2. Participation of the Hamburg trade.

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In the memorandum dated 21 November 1941 the I.G. agencies interestedwere asked to convey their point of view on the question of a participation of the Hamburg trade in an exchange of goods with the occupied Eastern Territories. As a preliminary result of this interrogation the following facts are established:

TRANSLATED OF DOCUMENT NO. NI - 2996 CONT.D.

Opposed to a participation of the Henburg trade are;

The sales organization for dyestuffs, (Verkaufsgeneinschaft Ferben)

Soles organization for chemicals (Verkaufsgemeinschaft Chemikalion)

Agfa

German Gasoline A.G. (Deutsche Gasolin A.G.).

(page 9 of original)

Elektrochemische Produkte G.m.b.H.

Chlorzinkprodukte G.m.b.H.

Sales Agency for Oxalic Acid and Formic Acid G.m.b.H. (Verknufsstelle fuer Oxalsaeure und Ameisensaeure G.m.b.H.

Distribution Agency for Chloride of Lime (Verteilungsstelle fuer Chlorkalk).

No objections to a participation of the Hamburg trade voiced;

Bayor

Witrogen Syndicate(technical Witrogen)
(Stickstoff-Syndikat /Stickstoff technisch/).

To the question itself it must be added that the Reich Ministry for the Occupied Eastern Territories is of the opinion that an active participation of Hamburg experters can be possible only after the planned reprivatization of trade has been carried out. At the moment dealers must at the best restrict themselves to accepting orders without having the chance to trade, in the real sense of the word, in the Eastern territories, or to establish direct contacts there. At the moment it is still necessary for the authorities to control requirements in goods and their distribution on all levels, right down to that of the consumer himself.

(Signature) de H n n s .

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMIER, USFET 482, hereby certify, that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Ho. HI - 2996,

27 August 1947

DOBOTHY E.PLUMMER USFET 482.

TRANSLATION OF EXCERPT OF DOCUMENT NO.NI - 1334 OFFICE OF U. S. CHIEF OF COUNSEL FOR WAR CRIMES.

Discussion of Mail, Transcript No. 254.

7 July 1941 deH/Due/Fro.

Present: Ilgner

Krueger Frank-Fehle Reithinger Passarge Helfert Kersten Torhear Gierlichs Jacobsen Sazer Mueller/Wipo v.d. Heyde Bachen Honse de Hras Schoene

G. Schiller

(as a guest)

(chairman)

Before beginning with the agenda Ilgner recalls the memory of the two employees Heinz Henschel and Richard Trieb who were killed in action.

I. Wino

1.) Russia.

Ilgner reports in detail on the Russia-conference which took place at the Reich Ministry of Economics. In this connection the nominations for appointments in Russia are discussed in detail and Herron Schiller, Korsten and v.d. Hoyde are instructed to draft a list. Frank-Fahle undertakes to discuss various persons mentioned in the list of nominations with the representatives of the sales organizations on the occasion of a K.A.meeting in Frankfurt.

In this connection Ilgner decides that all questions relating to Russia shall be dealt with by G. Schiller/Igerussko as far as they concorn work, and by the Wipo department Russia, Terhaer (Hellbusch), as far as they are related to organization.

Ilgnor instructs Gierlichs to work out, in cooperation with the Wipo department Russia, the Office of the Commercial Committee (B.d.K.A. = Buero des Kaufmannnischen Ausschusses), Vowi and Dihlmann (Kontinentale Oel A.G.), suggestions for the reorganization of Russian enterprises under German leadership (on the pattern of Aussig/Falkeneu). TRANSLATION OF EXCERPT OF DOCUMENT NO.NI - 1334

CERTIFICATE OF TRANSLATION.

 I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Fo. NI - 1334.

29 August 1947

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DOROTHY E.PLUMMER . USFET 482.

(END)

TRANSLATION OF EXCERPT OF DOCUMENT NO. NI-8077 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

CODY

MINUTES

of the 26th Meeting of the Vorstand on 10 July 1941, at 0930 hours in Frankfurt a.M., Grueneburgplatz.

The meeting was attended by all the members of the Vorstand with the exception of Herren

Brueggemann
Buergin)
Jacobi) Came in the afternoon
ter Meer)
Weber Andreae

Dencker was present in the morning.

(Page 5 of original)

After this Ilgner reported on two meetings at the Reich
Ministry of Economics in which Oster, Buetefisch, Ambros
and he himself had taken part. The discussion was taken

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and he himself had taken part. The discussion was taken up primarily with the enumeration of those fellow-workers who had now been drafted for service in the Wehrmacht, and who appeared suitable to take part in a technical or administrative capacity in the work of keeping the chemical industry going in the former Soviet Union. The different plants are to be taken care of as far as possible by the competent syndicates (nitrogen, soda), the I.G. will be appointed as trustee for rubber; for mineral cils it will be the Continentale; for detergents a small consortium of interested firms, whilst for the remainder of the chemical industry the following eight firms are to take over jointly the duties of trusteeship: I.G., Kali-Chemie, Wacker-Chemie, Ruetgers, Degussa, Schering, Heyden, Fahlberg-List. In the beginning

THANSLATION OF EXCERPT OF DOCUMENT NO. NI-8077

the owner of the chemical enterprises will be the Reich, for whose account and at whose risk the plants will be operated; the financing of them will also be undertaken by the Reich. The I.G. has received the order that together with Kali-Chemie the Deutschen Solvay-Werke and the Nitrogen Syndicate it is to work out statutes for the Chemie Ost G.m.b.H. on an analogy with the Stockstoff Ost G.m.b.H., Alkali Ost G.m.b.H., Kautschuk Ost G.m.b.H. and Waschmittel Ost G.m.b.H .. In the case of the Chemie Ost G.m.b.H. it is proposed to form an advisory council (Beirat) composed of representatives of the firms involved under the presidency of the Reich Ministry of Economics; the business management will be in the hands of Dr. Ungewitter and two other business managers to be nominated by the chemical firms; Dr. Ungewitter suggests Dr. W. Passarge for this as a contact man and a representative of Degussa who is to act in conjunction with the administration. In principle the I.G. declares it is ready to give assistance.

(Page 8 of original)

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11) Commercial Committee

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v. Schnitzler gave a report on the negotiations which had been successfully concluded with respect to "Francolor"; from the capital of "Francolor" which amounts to France 800,000,000.— the I.G. will take over 51% in return for the ceding of I.G. shares, reckoned at a rate of 160%. Consequently at the official rate of exchange of Reichsmark: France = 1:20 the I.G. must hand over Reichsmark 12,750,000. — in nominal I.G. Shares.

CERTIFICATE OF TRANSLATION

I; DOROTHY E. PLUIDER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document NO. NI-SO77.

30 July 1947

DOROTHY E. PLUMER USFET 482

-END-

TRANSLATION OF DECUMENT No. NI-4446
OFFICE OF CHIEF OF COUNSEL FOR WAR
ORINES

Dr. Otto AMBROS I.G.Farbenindustrie Aktiengesellschaft

Ludwigshafen A.RH., 28 June 1941/Si. Telephone 6496

Professor Dr. Krauch Office for the Expansion of Economy

Berlin N 9 Saarlandstr. 128

Dear Professor,

Pursuant to my letter of 27 June I am sending to you enclosed a list of the gentlemen who are suitable for an assignment in Russia, to take over plants there for the production of synthetic encutchous.

In that connection it seems important to me that our suggestions for assigning the gentlemen who are mentioned to the individual works be also considered because we are breaking in those men, those days, for the specific technique, and their selection was made because technical experts such as Dr. WOLFRAM for the chloroprene plant in Erivan, for example, are in the possession of most valuable experience.

In his telephone conversation Dr. BOKELL strassed at once the importance of exploiting the Russian plants for additional production. This can be done by our prompt adaptation of local factories which according to our knowledge generally manufacture sodium polymerisate to our process for obtaining sodium polymerisate, that is to Buna 85 and to the softening agent Buna 32.

Thereby we are assisting our Schkopau Torks which at this time already is to produce almost 200 tons of sodium polymerisate.

(Page 2 of the original)

We also shall make it our first concern to produce sodium polymerisate suitable for the technical sector. For this reason Dr. EBERT who is the best expert in that field will be the first one who is available for the project Russia. Dr. EBERT will be available at the competent armaments command Dresden within the very next days already.

In order to permit a conclusive decision on the putting into operation of individual plants and, particularly, in order to assure their synchronization it seems proper to me that in addition to the technical experts mentioned in the individual plants it should also be made possible to a small commission to pay a quick visit to the nest important and most appropriate plants.

I, therefore, propose that at the proper time I make a few days! trip to Russia, together with Dr. Wulff and Herr BIEDENKOPF, in order to confer with the various technical experts and to make an immediate decision as regards the allocation of the individual plants. Preparatory to that I therefore also ask that a travel permit be prepared for the three of us. I am giving pertinent data in enclosure two.

I thus trust that with those proparations made the assurance is given that the Russian Buna industry can be placed into our service quickly.

I romain,

Hoil Hitlor !

Devotedly yours

(stamp) sig. Dr. Ambros

2 onclosuros

-Enclosure 1

Technical Exports for the Russian SK-Plants.

SK 1 in Jaroslawa

Dr. Goorg Ebert
Born: 11 December 1887, in Schneeberg
(Saxony)
Donicile: 30 Ostnarkstr., Ludwigshafon.
Hilitary district command: Ludwigshafon, Military rank: lieutenant,
available for duty (z.V.)
Provious activity: Chemist and
manager of Choutchous Department,
Ludwigshafon.

SK 2 in Woronosh

Dr. Freiherr Guide von Resemberg,
Bern: 21 October 1899 in Hochzehren
(district Marienwerder, East Prussia)
Domicile: 17 Friedrichsplatz, Mannheir
Military district command: Ludwigshafen,
Military rank: lieutenant, reserve
forces, retired
Previous activity: Chemist and
manager of department of applied
technique, Ludwigshafen

SK 3 in Jefrenow

Dr. Werner Wolff
Born: 20 March 1904, in Hannover
Domicile: 25 Leopoldstrasse,
Ludwigshafen
Military district Command; Ludwigshafen, Military rank: Previous activity: Chemist; in
scientific and experimental
establishment, Ludwigshafen.

SK 4 in Soupren-works in Eriwanj Dr. Arthur Tolfram
Born: 10 January 1894
Domicile: 1 Merterbachstrasse,
Frankfurt-Roedelheim
Military District Command: Franfurt
II, Hilitary Rank: Lieutenant,
reserve forces, retired.
Previous activity: Chemist.
Chloroprone
(Sowpren-)
Experimental
Station at Moochst;
management of the
department.

(Page 2 of enclosure 1)

SK 5 in Ssungait, near Saku Dr. Hajo Rilers
Born: 10 November 1906 in
Petersburg
Domicile: 21 Leverhusenstr.Schkopau
Military District Command:

Military Mank: private (indispone-

nblo - U.K.)
Provious activity: Chemist in the production of Buna;
works!managor in the Buna plant at Schkopau

SK 6 in Kasan

Dr. Hans Kehlon
Born: 7 July 1902 in Rhoydt
Domicilo: Schkopau. 2 Piesteritzstr.
Military District Command:
Military Rahk: - (Indispensable-UK)
Provious activity: Chemist in the
production of
Buna;
works'manager
in Buna Plant at
Schkopau.

(Enclosure 2)

Director Dr. Otto AMBROS
Born: 19 May 1901 in Weiden (Lower Bavaria)
Domicile: 12 Weeklerstr., Ludwigshafen
Military District Command: Hilitary Rank: Previous Activity: Chemist; in charge of the management
of the Bunc Works

Director Dr. Carl WULFF'
Born: 8 April 1901 in Flensburg
Domicile: Schkopau/via Herseburg - Buna Works G.m.b.H.
(limited liability)
Military District Command: Herseburg
Military Dank: Provious Activity: Chemist and manager of the Buna Plant
a Schkopau

Director Milholm BIEDENKOPF
Born: 9 June 1900 in Chemnitz
Domicile: Schkopau/via Merseburg - Buna Works G.m.b.H.
(limited liability)
Military District Command: Merseburg
Military Rank: Provious Activity: Engineer in charge of Buna Works at
Schkopau

CERTIFICATE OF TRANSLATION

I, HERTHA C. KMUTH, AGO X-046355, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-4446

MERTHA C. KNUTH, U.S. Civilian, AGO X-046355 Copy/S.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN ON RHINE.

Board of Management (Direktion)

1 July 1941 Dr. A/Si (Initials)

Circular Letter No. 1.
To the members of the Buna Commission for Russia.

In order to assist you in your tasks as regards Russis, to the greatest extent possible, we shall endeavor to communicate to you by way of circular letters from the Buna Office, Ludwigshafen, all our experiences and knowledge which might be useful to you. I am starting with my letter of todays tate and would like to repeat that for your work we have opened up an account here under number Lu 64149 against Which you book all your expenses for travel, subsistence and replenishing of your wardrobe. Consequently, what you need for living is, for the time being, paid from your account for expenses incurred, enclusively, and your salary will be remitted to your families. I have also requested that the families of all of you be informed that we shall be at their disposal, as a matter of course, at any time, for inquiries or assistance during your absence. For these matters, I myself, i.e. my office or Major Pfeiffer, will be available.

During the next few days I hope to find out further details in Berlin as to the date of your departure. Until then I ask you to familiarize yourself with the Bussian language. Take lesseon wherever you can and, above all, obtain information at the Buna plant Schkopau. Dr. Otto Dorrer will be at your disposal there and will acquaint you with all the technical problems of Buna production.

It is intended that, when your assignment for Russia comes about, a commission consisting of Wulff, Biedenkopf and myself will go to Russia; there to establish with you the question of using Russian plants for the production of certain types of Buna or their primary products, in order to utilize also the Russian production for our purposes as soon as possible.

(Page 2 of original)

Therefore, it will be your primary task to examine this possibility from the technical angle and inform me of your opinion as to how to carry this plan into effect.

It is within the same scope that you will also endeavor to make a survey of stocks of Buna and natural rubber and, perhaps, also of finished goods.

To the extent that you cannot take care of it yourself, we shall continue our endeavor to establish contact with you so that you may be able to exchange experiences and so that there be mutual assistance.

Lastly, and to permit carrying these thoughts out. I ask you to keep in closest touch with us and always to inform us at the earliest possible moment about your respective station and changes of address.

(Signed) AMBROS

TRANSLATION OF DOCUMENT NO. NI-4969 Cont'd

Copies to Dr. Georg EBERT
Dr. ROSENBERG
Dr. WOLFF
Dr. WOLFFAM
Dr. EILERS
Dr. KEHLEN
Major PFEIFFER
Dr. O. DORNER
Dr. MACH

CERTIFICATE OF THANSLATION

I, HERTHA C, KNUTH, AGO NO. X-046355, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 4969.

HERTHA C. KNUTH U. S. Civilian AGO NO. X-046355

END

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-11

54

I.G.F. RPENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN A.RH. Direktion

14 July 1941 Dr. i./Si.

Secret

 This is a state secret within the meaning of article 88 of the Reich penal code.

To be transmitted under scaled cover only; to be registered if mailed.

To be kept under lock and key on responsibility of addressee.

Circular Nr. 2

to the members of the Buna Commission Russia.

With this circular I enclose in the first place a further report on the situation in Russia and on the work of the rubber factories there. Herr Dr. Dorrer has compiled the date. We shall receive further material during the next few days. I hope that the reports will reach you safely, since, after all, they represent confidential material.

In the merntime a discussion was held in the Reich Ministry of Economics in Berlin for the purpose of regulating co-operation between the occupation authorities and the German technicians. This was organized most easily in our own synthetic rubber sector since Farben is the sole enterprise possessing the necessary technical knowledge to survey the entire field and therefore competent to manage this line of production.

It is intended to organize a new corporation which will be registered in Berlin under the name of Russka Betriebs G.m.b.H. which corporation is to be controlled by Farben, This corporation will be put in charge of operating the various Russian plants, making the necessary decisions, and providing the funds.

If you should take over any plant in the course of the next few days, please inform us as soon as possible of the technical condition of the plants concerned, so we may immediately prepare for the work necessary to get the plants running again.

(page 2 of original)

I recently tried once more to have you released for the purpose of continuing your training in Schkopau. This, however, was not possible, because the progress made by the military forces is apparently so favorable that you must already be in the vicinity of the troops.

Since Dr. von Rosenberg has been told the meaning of the code words SK 1-SK 6 through a special message and presumably, has also informed Herr 'olff and Herr Zohner, I can now notify you once more of your intended positions.

Herr von Rosenberg shall temporarily take over SK 1 (Jaroslawl). He will be released by Dr. Ebert who shall take over definitely. Rosenberg shall then take over SK 2. (Moronosh) Dr. Wolff shall temporarily and definitely take over SK 3:

Zohner will remain as commissioner (Statthalter) for SK 4 until the expert, Dr. Kehlen, takes over production.

SK 5 will be temporarily managed by Dr. Stryck and SK 6 by Dr. Lederle. Permanent plant managers will be Dr. Eilers for SK 5 and Dr. Wolfram for SK 6.

The date on thich the change will take place depends on the condition in which you find the manufacturing plants. As soon as news arrives that production can be resumed, the gentlemen designated for the permanent management will follow.

In closing I may ask you to keep close contact with us so that we can support you in every respect.

signed Ambros (in travel status)

Enclosure to

Dr. Ebert

Dr. Dorrer

Dr. V. Rosenberg

Dr. Mach

Dr. Wolff

Dr. Monner

Dr. Wolfram Dr. Ellers Dr. Kehlen

CERTIFICATE OF THE NSLATION

I, None A.M. Macleod, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-6737.

3 September 1947

Mona A.H. Hacleod MEP 38347.

TRANSLATION OF DOCUMENT No. NI-6697 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. OTTO AMBROS -Member of the Vorstand of I.G. Farbenindustrie A.Q. Ludwigshafen/a. Rh. 28 October 1941 Telephone 6496

To the Reich Ministry of Economics Attention of Herr Ministerial dirigent Dr. Mulert

BERLIN V 8 Behrenstrasse 43

Subject: Personnel for rubber plants in occupied Russian territory.

Dear Horr Ministerialdirigent,

As our Army is gradually progressing towards the East the question of taking over the Russian Buna plants becomes more pressing. I received a report on this matter a few days age from our Dr. Werner Wolff, sho is a specialist (K) (Sonderfuehrer'K'" on the staff of the Economic Inspectorate Center (Wirtschaftsinspektion Mitte) and is subordinated to Economic Headquarters (Wirtschaftskommande) Hirschberg (Commanding officer Oberstleutnant c. Ohoimb). Dr. Wolff is being contemplated for the Russian Buna Plant Jefremow which will come under the jurisdiction of the Hirschberg Economic Haadquarters. In consequence Dr. Wolff will probably have to take up his appointment very soon. Dr. W. now informs me that no car can be at his disposal for his journey East and that he is consequently afraid of not being able to reach his future post at the proper time, in view of the difficult transport conditions. Therefore, I should be obliged to you if you would be good enough to intervene with the above mentioned higher authorities in order to have a duty car put at Dr. Wolff's disposal for the trip to Jefremow.

Hoping that you will be able to comply with this request, I remain,

Heil Hitler! Yours

(handwritten) signed: Ambros

CERTIFICATE OF TRANSLATION

I, Mona A.M. MACLEOD, MEP 38347, heroby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-6697

MONA A.M. MACLEOD MEP 38347

(END)

TRANSLATION OF DOCUMENT NO. NI-4975 OFFICE OF CHIEF OF COUNSEL FOR WAR CRINES

17 December 1941

SECRET!

Draft of letter from the Reich Ministry of Economics to _ _ Farben.

In connection with the Trusteeship Agreement to be concluded between the Reich, Synthesekautschuk-Ost G.m.b.H. and Farben, concerning the plants for the manufacture of synthetic rubber, situated in the East, Farben receives confirmation of the following points:

- 1) The short duration of the Trusteeship Agreement is motivated apart from the possibility of closing down a plant by the Reich's desire to replace the trusteeship by some other form of agreement e.g. a lease when conditions in the occupied Eastern territories have been stabilized. The Reich does not, however, intend to operate the plants in question itself on the termination of the trusteeship, or to have them operated by a third party on the basis of a Trusteeship Agreement or a Lease Agreement. The Reich has also taken note of Farben's desire to receive a right of pre-emption in case the plant or plants should be sold by the Reich; the Reich will bear this desire in mind as far as possible from the political angle and the angle of national economy.
- 2) Farben is not to suffer disadvantages in the field of the chemistry of synthetic rubber and related substances arising out of its collaboration in the reconstruction and rehabilitation of plants producing synthetic rubber in the occupied Eastern territories. This also applies after the termination of the Trustee Agreement. Should measures affecting Farben's interests be taken by the Reich,

(page 2 of original)

Farben is to be given an opportunity of commenting on those measures before they are put into operation. If any measure envisaged by the Reich should entail disadvantages for Farben and yet be carried out by the Reich from motives of political necessity or national economy, Farben shall be entitled to a small compensation.

3) In case Farben should, in accordance with Para. 7, Section 3, of the Trusteeship Agreement, make available to one or other of the plants, the German Reich will - in view of the fact that Farben's knowledge, experience and manufacturing secrets constitut a peculiarly valuable asset to the German national economy and Farben - take measures to ensure that this knowledge and experience and the manufacturing secrets belonging to Farben do not withour Farben's consent come into the possession of third parties via the plants controlled by Synthese-Kautschuk-Ost G.m.b.F. Insofar as it may be expected that after termination of any lease by which the trusteeship may be followed, the plant or plants in question may continue to be operated by another party (for some such reason as that the right of pre-emption mentioned in the last sentence of Paragraph 1 of this letter has not been exercised) the Reich will take steps to ensure that this third party concludes a contract with Farben on the same term (including stipulations governing secrecy, regulation of Tales etc.)

58

TRANSLATION OF DOCUMENT NO. FI-4.75
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES (continued)

on which Farben would normally sell its processes abroad or give technical help to a foreign firm. Should the party acquiring the plant fail to conclude such a contract, or should Farben consider that it cannot offer the necessary guarantee for the observation of its contractual obligations, and should the Reich notwithstending still transfer the plant to this party from motives of political necessity or national economy, Farben shall be entitled to a small compensation — in accordance with the third sentence of Paragraph 2 of this letter — for any disadvantages which may result from this.

(page 3 of original)

SECRET

17 December 1941

Draft of a letter from Farben to the Reich Ministry of Economics.

At the conference held in Berlin on 28 October of this year, the opinion was expressed on the side of the Reich that Farben was particularly interested in obtaining information with regard to the Russian process for the manufacture of synthetic rubber; this was contradicted at the same conference by Farben's representative at the meeting.

The Trusteeship Agreement provides for the fixing of a compensatory payment to Farben on termination of the trusteeship. Among other things, this takes into consideration the economic advantages and disadvantages resulting for Farben during the period of the trusteeship. We therefore think it necessary to set down in writing before the trusteeship begins to function our views on the value which the processes used in Russia for the manufacture of synthetic rubber possess for Farben.

Farben possesses exact knowledge of the progress made by Russia in the manufacture of synthetic rubber, obtained from articles published in international trade literature and through its collaboration with the Italian group Gomma Sintetica, which obtained information on these processes from Russian chemists who were working with them. This information was confirmed by many conversations conducted in connection with the negotiations concerning the license given to the Russians for the Buna - S process in the spring of 1940.

On the basis of this wide information, Farben has drawn the following conclusions as to the stage of development reached by the Russian process. The SK synthetic rubber produced by the Russians in large quantities represents a sodium polymerisate of butadien. Farben has recently received large samples of this product and has submitted them to a thorough investigation. It is a well known fact that Farben has for years manufactured its so-called "numerical buna" (Zahlenbuna), which is also a sodium polymerisate of butadien. The Russian SK rubber is inferior in quality to the German Zahlenbuna, as it is made from a type of butadien



TRANSLATION OF DOCUMENT NO. NI-4975 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES (continued)

(page 3 of original)

which, unlike the butadien produped by Farben's four-stage process, contains a number of other substances varying in content which prevent regular polymerisation. The Russian polymerisation process has been described to us and is of no interest, considering the stage of development reached by Farben's process, and especially since Farben switched over some considerable time ago to a continuous process for the production of buna which eliminates every point of danger, even in the case of large-scale production, and ensures the production of an article of even quality with a uniform degree of polymerisation. With the Russian process the polymerisation is done in separate stages, which means that the necessary evenness and uniformity cannot be obtained.

On the occasion of the visit paid by the Russian Delegation in the spring of 1940, the Russian technicians showed particular interest in the method of polymerisation carried out by Farben - i.e. in the form of emulsion. It is extremely probable that the Russians have imitated this process, which, at the present stage of development, is the only one to give high-grade quality, in one of their newest plants.

The butadien process used by the Russians is the so-called Lebedeff process, which is based on the use of spirit as raw material. The process is a well known one and produces a type of butadien of which the principal bye-product is butylene. Farben has not only worked on this process itself, but, through its co-operation with the Italian synthetic rubber group, it also possesses exact knowledge of the technical development of the process, which is carried out on a small scale in Bicocca, near Milan, and on a large scale in Ferrara. As the presence of butylene both in the sodium polmerisation and - in particular - in the production of emulsion polymerisates by the continuous process, causes much delay and inferiority in quality, irbon is at present engaged, in collaboration with its Italian licenses, in developing a process for producing pure budaien from the mixture of butadien and butylene resulting from the Lebedeff process.

(page 5 of original)

Eriwan is nothing more or less than the Neopren process developed by the American firm of DuPont. The process is based on acetylene and leads via monovinylacetylene and chloropren to neopren. Naturally Farben obtained information about this process, which produces an oil-resisting rubber - which is, however, inferior to Perbunan - at a very early stage. The single phases of this process were worked out both in the laboratory and on an experimental scale in Hoechst and Oppau. An experimental plant is working in Oppau just now for certain military purposes with a monthly output of apprex. 4-500 kg. and a capacity of approx. 3 tons. In addition, Farben experts carefully inspected DuPonts' neoprem plant in Wilmington in 1934.

TRANSLATION OF DOCUMENT NO. NI-4975 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES (continued)

There is a possibility that the Russians, acting on information received concerning applications for patents submitted by Farben, are also working on the newest development of the production of butadien on a basis of butan and/or butylene. Although no suitable basis exists in Germany for introducing this technique, Farben has developed a new butadien process in Oppau for the transformation of butan and/or butylene into butadien by a method which is partly catalytical and partly purely chemical.

The process of partial hydration of vinyl-acetylene to form butadien and the catalytic conversion of acetylene with suitable oils (Oelfinen) are at the developmental stage of semi-technical experiment. To this series of extremely new processes belong also the processes for the production of butadien and homolgous products such as isopren, piperylen etc., where the raw materials are taken from the acetylene and/or carbon oxide/hydrogen group of chemicals. These discoveries have supplanted the herling synthesis used in Leverhusen during the Norld War.

(Page 6 of original)

If we add to the foregoing the fact that Farben, as compared with the Russian factories, has undoubtedly reached a more advanced stage in the development and application of chemical processes and in the improvement of large-scale technical processes and the apparatus involved, it is obvious that Farben can derive no particular advantage from a knowledge of the Russian procedure, unless interesting new processes or apparatus not yet known are found during later inspections, or from a study of documents.

CERTIFICATE OF TRANSLATION

I, Lona A.h. Macleod, MEP 39347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-4975.

4 Cotober 1947

Mona A. . Laclood MEP 38347



Case pr. 13 (8)

OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

Dreft.

(Stamp): Socret! 17 December 1941.

- 1. This is a State secret in accordence with Paragraph 88 of the Reich Panal Code.
- Only to be transmitted under scaled cover, if by mail, as "Registered".
- Safe-keeping under lock and key at responsibility of addressee.

Trustocship Agreement

between

the German Reich, represented by the Reich Minister of Economy and the Reich Minister of Finance

and

- a) The Synthesekautschuk-Ost G.m.b.H., hereinefter referred: to as "G.m.b.H.",
- b) I.G. Ferbenindustric A.G., hereinafter referred to as "I.G. ".

Paragraph 1.

By virtue of martial law the Gorman Reich has the installations for the production of synthetic rubber which are situated in the occupied Soviet-Russian territory and which up to now belonged to the Soviet-Russian state, or its organisations at its disposal.

Peragraph 2.

- (1) The Reich herewith transfers the installations named in Peragraph 1 to the G.m.b.H. The G.m.b.H. is to rebuild these installations and to start them operating to the extent to which the Reich considers this necessary in each case.
- (2) The date at which the installations will be handed over to the G.m.b.H. will be fixed separately in each individual case.

Paragraph 3.

- (1) The installations will be transferred to the G.m.b.H. on a trusteeship basis. The G.m.b.H. will act in its own name as trustee of the Roich.
- (2) The G.m.b.H. is to comply with the orders of the Reich in fundamental questions; business is therefore to be conducted in close contact with the Reich. For this purpose the Reich will form a committee in which the Reich Ministry of Economy (which will act as Chairman), the Reich Finance Ministry, the Supreme Command of the Armed Forces (OKW) and the Plenipotentiary General for Chemistry (Gebechem) will be represented.

62.

of each plant and will submit certain proposals, and as far as possible, estimates, for the repair of each plant.

Paregraph 6.

The G.m.b.H. undertakes:

- a) to put the installations referred to in Paragraph 1, inasfar as these are not in working order and are to be put back into operation according to the decision of the Reich, into working order with the greatest possible speed;
- b) to maintain the installations which are in working order or which have been repaired after they have been completed and to operate them in accordance with the instructions of the Reich;

as far as is possible with the means at its disposal and according to the best of its knowledge and ability.

Paragraph 7.

(1) I.G. undertakes to provide a suitable chemist as plant manager and, as far as possible, a few other staff members, for each plant,

(page 3 of original)

against re-payment of salaries, wages and the social charges connected with them.

(2) I.G. undertakes to put technical knowledge and experiences at the disposal of the G.m.b.H. for the reconstruction of the plants to their previous condition and for their operation in accordance with the processes used hitherto.

and the G.n.b.H. which will emerge while the trusteeship connection is valid and after it has been terminated, on the other, will have to be taken into consideration.

(3) The contracting parties will reach an understanding about the amount of this compensation at an appropriate time.

Paragraph 14.

- (1) The processes and know-how found when the plants are taken over are the property of the Reich, notwithstending the right of the I.G. to use processes and know-how/which the firm is familiar or which can easily be derived from present technical knowledge in any way it sees fit.
- (2) All new inventions and improvements made by the G.m.b.H. in performing its duties as trustee in accordance with Paragraph 7 item 2 are also the due of the Reich. As far as it is legally possible the G.m.b.H. will see to it that all such new inventions and improvements become the property of the G.m.b.H., and therefore of its truster, the Reich, by making arrangements accordingly with its employees, including those made available by I.G.
- (3) The Reich on its part will make all inventions and improvements as per item (2) available to the I.G. for use within the German Reich without charge. This also applies to processes and know-how as per item (1); any profit accruing to I.G. through having these processes and know-how made available shall however be taken into consideration in the calculation of the payment for the trustoeship in accordance with Paragraph 13 item (2). The Reich remounces the right to use the processes, know-how, inventions and improvements as per item (1) and (2) itself in Germany.

accounting department (Rechnungshof) shall have the same right.

66

TRANSLATION OF DOCUMENT NO. NI - 4972 CONTID.

- 2.) The following shall not be regarded as fundamental issues:
 - a) The internal organization of the G.m.b.H.,
 - b) Decisions concerning the carrying out of technical measures.
 - c) The employment of working capital in individual cases.
- 3.) Prior to adopting a resolution on the fundamental issues quoted under Fig. 1, the Reich committee will in each case give the G.n.b.H. an opportunity to state its position.

(page 9 of original)

Heetings of the Reich connittee shall be held at regular intervals for this purpose and shall be attended by representatives of the business management of the G.m.b.H. Should the Reich committee pass a resolution concerning a fundamental issue of which the G.m.b.H. disapproves, or which it considers impracticable, the business management shall be empowered and obligated to formulate its divergent point of view in writing and lodge it at the business office (Geschaeftsstelle) of the Reich committee.

- 4.) The business management of the G.m.b.H. will in every case obtain the approval of the Reich committee before taking any measure involving a fundamental issue as defined under Fig.l. If the Reich committee is unable to pass a resolution immediately, the approval of the Chairman is sufficient in urgent cases. Should it be impossible to reach the Chairman, and should delay enteil danger, the management of the G.m.b.H. shall act according to its own best knowledge and conscience.
- 5.) The Reich committee and the G.n.b.H. name the following business offices (Geschaeftsstellen)in Berlin:

The Reich committee:

The G.m.b.H.:

Ordinary correspondence between the Reich committee and the G.n.b.H. shall be forwarded via these offices.

CERTIFICATE OF TRANSLATION

I, 10HA A.M. MACLEOD, MEP 38347, hereby certify, that I am thoroughly conversent with the English and German languages and that the above is a true and correct translation of Document Ho. HI - 4972.

16 October 1947

m

MONA A.N.MACLEOD HEP 38347.

(EHD)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUD IGSHAFEN A.RH.

Secreti

 This is a state secret within the meaning of artible 83 of the Reich penal code.

To be transmitted under scaled cover only; to be registered if

mailed.

To be kept under lock and key on responsibility of addressee.

To the Reich Ministry of Economics, Attention of Ministerial Counsellor Dr. Roemer or his deputy,

Berlin W.8_ Behrenstr. 43

Dr. H./Ho. 17 December 1941

Synthesekautschuk-Ost Gim.b.H.

We admowledge receipt of your letter of 24 November 41 with new draft of trusteeship agreement between the Reich, the G.m.b.H. and Farben:

First of all we would like to propose that the name of Kunstkautschuk-Ost G.m.b.H. be changed to Synthesekautschuk-Ost G.m.b.H. because our sales organization has repeatedly found that the use of the prefix "Kunst" (artificial) creates the undesirable idea of an "Ersatz" (substitute) product in the customer's mind.

We have thoroughly examined your draft which differs not inconsiderably from the arrangement negotiated earlier with the Chemical Department (Abtellung Chemie) of your office. Following this examination, we take the liberty of enclosing an alternative draft. We shall be glad to discuss this alternative draft with you personally; and we therefore refrain from adding lengthy explanations in writing now.

We take the liberty of adding the following remarks in connection with a few points only:

To Article 3, Paragraph 2:

While according to the wording of the present drafts the independent existence of the G.m.b.H. seemed to be guaranteed to some extent, in spite of the decisive influence to be exercised by the Reich, the wording of

(page 2 of original)

Article 3, Paragraph 2 of your new draft leaves the possibility open, in theory, that the committee envisaged by it could use its directive powers so extensively as practically to exclude the possibility of the independent existence of the G.m.b.H. or any adequate freedom of action on the part of its business management. We are, of course, aware that this is not intended, but would appreciate it if the directive powers of the committee were limited to "fundamental questions"

and the scope of the co-operation between the Reich committee and the G.m.b.H. established in a standing order to be appended to the trustee-ship agreement. The preliminary draft of a standing order of this kind is enclosed in our alternative draft.

To Article 7.

As discussed at the moeting in your office on 28 October 1941, we start with the normal case, where the G.m.b.H. has only to restore the Soviet-Russian plants to their former condition and to operate these plants according to the methods hitherto in use without its being primarily intended to utilize Farben's methods or experience in these plants. In the first place, we think it necessary for this thought to be expressed in the formulation of Article 7. But at the same time we would like to point out the following: it appears to us incorrect from a technical standpoint and indefensible from the standpoint of economic policy deliberately to exercise care to use no Farben methods or experience in the reconstruction and operation of the Soviet-Russian plants. The G.m.b.H. will always be expected - and with justification - to aim at maximum exploitation in reconstructing and operating the Soviet-Russian plants; and it may easily be found necessary to employ Farben's methods or experience in a Soviet-Russian plant. If this should happen, we do not think that we can dispense with safety measures

(page 3 of original)

of the kind discussed at the time with the Chemical Department of your office. We have accordingly worded Article 7 rather differently in our alternative draft; the aforementioned safety measures - as already provided for earlier - could be laid down in a covering letter to be addressed by the Reich Minister for Economics to Farben in connection with the conclusion of the trusteeship agreement. We propose using for this the wording suggested in Article 3 of the enclosed draft for a letter of that kind (the other articles of this letter will be discussed later).

To Article 13.

As you may see from the enclosed diternative draft, we find it necessary to make a few chan as in Article 13. To would like to refer in particular to the following points:

We have omitted from our alternative draft the regulations of Article 13, Paragraph 2 of your draft, but have included a modification of the basis idea in the new Paragraph 2 of our alternative draft. We cannot understand why, on principle, no compensation is payable if the G.m.b.H., Farban or a company closely connected with Farben rents or takes over all or an essential part of the plants at a later date; because it is not certain beforehand that the terms on which the plant is rented or taken over later will be sufficiently favorable as to represent at the same time compensation for our activity in connection with the trusteeship. Further, we are unable to conceive how there can be any connection between any "adventages which may already have resulted from the guarantee-agreements if the heigh for the development of buna production " and compensation for took which has no connection with the plant - the plant in question can only be Schkopau - covered by a guarantee agreement. In the relations between the Reich and Farben with regard to developing buna production in Germany, performance and counterperformance balance each other, so that



(page 4 of original)

to mix up this complex with trusteeship compensation seems to us to be oblique reasoning.

On the basis of your representations in the conference held on 28 October 194h, we have checked whether the clause concerning the scale of compensation for trusteeship enables us to dispense with the general stipulation contained in the drafts hitherto made, whereby we are not to suffer any disadvantage in the field of chemical research in connection with synthetic rubber and related substances due to our co-operation in the reconstruttion and operation of the Soviet-Russian plants, or whether this stipulation can be limited so as to apply to cases where we introduce Farben processes in the Russian plants. We agree with you that it should be perfectly possible, when fixing the amount of trusteeship compensation payable, to take into consideration the advantages and disadvantages resulting from termination of the trustee relationship. On the other hand however, we think that problems may possibly arise in connection with the Somiet-Russian plants- quite apart from the nature and length of the trustee relationship and also quite apart from the question of methods to be used which cannot be satisfactorily solved merely by fixing a compensation for trustceship. For this reason we will consider it necessary to adhere to the earlier drafts and to maintain the principle that we are to suffer no disadvantage through our co-operation. In confirmity with the earlier drafts we suggest using the text of Article 2 of the enclosed draft letter addressed by the Reich Minister of Economics to Farbon.

In addition, we are anxious -also with regard to Article 14- to take the procaution of clarifying our conception of the methods hitherto used in Russic before entering into the trustee relationship. We therefore intend, in connection with the conclusion of the trusteeship agreement, to send you a letter similar to the draft which forms a further enclosure to this letter.

(page 5 of original)

To Article 17 (formerly Article 16).

Farben's letter to Dr. Roemer:

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During the discussion in your house of Tecember 4, 194h, you confirmed to us that the short term of the trust agreement was provided for only in view of the intention to have channed upon consolidation of conditions, the trust agreement into a lease, or to have it replaced by a purchase agreement. We think it desirable also to express these ideas in the covering letter from the Heich Minister of Feonomics to Farben and suggest for this purpose the text proposed for a letter of this kind in Article I of the enclosed fraft.

For the sake of speed we enclose three copies of this letter and enclosures, in accordance with your wishes.

H e i l H i t l e r! I.G.F. GENINDUSTRIE AKTIENGESELLSCHAFT

signed v. Knieriem signed Heintzeler Prokurist

TRANSLITION OF DOCUMENT No. NI-6735

Enclosures to

Herr Dir. Dr. ter Meer, Fft. Herr Dir. Dr. Ambros, Lu. Herr Dir. Borgwardt, Fft. Herr Dr. Loehr, Fft.

_ CERTIFICATE OF TWANSL.TION _

I, Hona A.H.Maclood, MEP 34387, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-6735.

26 August 1947

Mona A.M.Macleod,

End

TRANSLATION OF DOCUMENT NO. NI-4974 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

on a conference held in the Reich Ministry of Economics on 12 June 1942 concerning Synthese-Kautschuk Ost G.m.b.H.

The aim of the conference was to obtain for purposes of information the comments of the new expert in the Reich Ministry of Economics, Ministerialrat Dr. Reinbothe, on our latest drafts (enclosure to Farben's letter to the Reich Ministry of Economics of 17 December 1941) and in this way to start the negotiations going again. It was found at this conference that the attitude of the Reich authorities is as follows:

1) In consequence of the newer development of the Eastern Corporations (Ostgesellschaften) the Reich would prefer to give up the idea of a special Reich committee (Reich sausschuss) to issue directives to the G.m.b.H. and adopt instead the old idea of a Supervisory Board (Verwaltungsrat) on which the Reich would be represented. The Reich is agreeable to Farben's maving a majority on the Supervisory Board (Verwaltungsrat); in contrast to the earlier drafts, the Reich also appears to be prepared to concede the chairmanship of the Supervisory Board to Farben. The following might be represented on the Supervisory Board:

High Command (OKW) Reich Ministry of Finance Ministry for Eastern Affairs;

in order to limit the size of the Supervisory Board, Dr. Eckell says that the General Plenipotentiary Chemistry (GbChem) will waive his claim to be represented on the Supervisory Board. Farben would have to delegate five nembers to the Supervisory Board as against four to be delegated by the Reich.

The Articles of Incorporation of the G.m.b.H. othervise correspond to those agreed upon with the Department for Chemistry of the Reich Ministry of Economics Guring the first negotiations.

2) In spite of the fact that the position of the Acich is firmly established in the Supervisory Board, the Reich must on principle insist that the G.m.b.F. in its capacity of trustee for the Reich is bound by the directives of the Reich. The right of the meich to issue directives is not to be limited in the fext of the agreement to matters of primciple; the Reich is prepared to state in a covering letter that the right to Issue directives will only be exercised in matters of principle and that, generally speaking, matters of principle will be taken to mean mainly those points laid down in the dreft of the standing orders as per enclosure to Farben's letter of 17 December 1941. In order to simplify the procedure, the right to issue directives may be exercised by only one hinistry — either the Reich hinistry of Economics or the Hinistry for Eastern Affairs, as the representatives of the Reich.

TRANSLATION OF DOCUMENT NO. HI-4974
OFFICE OF CHIEF OF COUNSEL FOR MAR
CRIMES (continued)

3) Hinisterialrat Reinbothe considers that the position in regard to the extent of the advantage - if any - accruing to Farben from the acquisition of knowledge concerning the Russian methods and experience is still too obscure for him to consent definitely to Farben's continuing to use these processes and experience free of charge for Germany after the expiry of the trusteeship agreement. For the time being it looked as if Ministerialrat Reinbothe would prefer to leave open the question of how and by whom the processes found in Russia should be utilized, and to decide that at a later date. It appeared, however, that the Reich Ministry of Economics is satisfied with our proposals as contained in Para. 14 of the draft agreement of 17 December 1941, and only

(page 2 of original)

wishes to leave open the question of whether Farben may, in accordance with Section 3, Para. 14, utilize the processes and experience for Germany free of charge. The Reich therefore wishes to have the following additions made to Para. 14, Section 3:

"If Farbon utilizes the processes and experience found in Russia within the area of Greater Germany after the expiry of the trusteeship agreement, investigations must be made to determine whether or not, in consideration of all the circumstances, and especially of the sacrifices made by Farbon for the Ost-Kautschuk plants, and the adventages accruing to Farbon from the control of these plants and the accuisition of knowledge concerning the processes and experiences found in Russia, a compensatory payment should be made by Farbon to the Reich for the utilization within Germany of the processes and experience found in Russia."

. No final decision was given by the representatives, of the Reich in reply to my wuestion as to whether the possibility of a compensatory payment in the case of utilization of improvements discovered by the G.m.b.H. should also be left open.

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- 4) Hinisterialrat Reinbothe shares our view that the release of processes and experience which definitely belong to Ferben, in accordance with Para. 7, Section 3, must already be provided for in the centract; in fact, he would like to emphasize this point more than is done in the text of Para. 7, Section 3. The guarantees desired by Ferben in regard to this possibility in accordance with No. 3 of the covering letter (draft of 17 December 1941) were admitted by the representatives of the Reich Hinistry of Economics, after some hesitation, to be justified; but the guarantees are to be anchored in the agreement itself and not in the covering letter.
- 5) As was to be expected, the Reich representatives have grave doubts as to the general wording of No. 2 of the covering letter as contained in the draft of 17 December 1941, according to which Ferben is on principle to suffer

TRANSLATION OF DOGULENT NO. MI-4974 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES (continued)

no disadvantages in the field of synthetic rubber in consequence of its co-operation. The Reich representatives
stated unanimously that in no circumstances was it possible for the Reich to bind itself to such an unlimited
degree. The Reich was, however, prepared to establish in
the preamble to the agreement the fact that the Reich and
Farben based the agreement on the assumption that Farben's
co-operation in the rehabilitation and operation of the
Eastern plants would not in any way prejudice the economic
utilization of the German buna capacities. As the utilization of the German capacities was the main point which
we had in view when drafting the text of Figure 2 of the
covering letter, the proposal made by the Reich is probably acceptable.

6) Otherwise it appears that the Reich is propared to accept pur proposal as contained in letter of 17 December 1941. Both Ministerialrat Reinbothe and Dr. Eckell did, however, stress the fact that there was no cuestion of an immediate conclusion of the agreement, as it was not yet possible to say whether and when the cuestion of controlling any Soviet Russian synthetic rubber plants would become neute.

(page 3 of original)

In consideration of the fact that the conference was held with a view to obtaining information, I have expressly reserved the Farben Vorstand's comments on all points.

Ministerial rat Reinbotho had invited the following to take part in the discussion:

Assessor Luettringhaus

Ministry for Economics and Ministry for Eastern Affairs

Dr. Eckell

Reich Ministry of Economies

Ministerialrat Mundt) Reich Ministry of Seese Finance Amtsrat Woorner

Rechtsanwalt Dr. Schmidt Deutsche Revisions - und Treuhand A.G.

Dr. Schossmann

Reich Linistry of Economics

It must be remembered that Ministerialrat Reinbothe and obviously not studied the text of the agreement according to Farben's letter of 17 December very thoroughly, so that it still seems possible that he may return later to some point of it. In order to arrive as soon as possible at a text acceptable to both parties, it was agreed that Assessor Luctringhaus and Dr. Schmidt should prepare the necessary revisions during the week beginning 15 June and that I myself should contact these two gentlemen during the second half of that week.

(Typed signature) HEINTZILER

TRANSLATION OF DOCUMENT NO. NI-4974
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES (continued)

Dir. Dr. ter Heer, Ffm.

" v. Knierien, Lu.

" Ambros, Lu.

" Borgwardt, Ffm.
Dr. Lochr, Ffm.
Dr. Roell, Lu.

CERTIFICATE OF TRANSLATION

I, Mona A.L. Madlool, MEP 38347, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of the Document No. NI-4974.

13 October 1947

Mona. A.M. Maclood MEP 38347

END

MILITARY TRIBUNAL NO.

CASE NO.

Prosecution Document Book No. 11/1/2 64

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INDEX TO

DOCUMENT BOOK NO. BXIV

Exhib	NO.	Description of Document Page	110.
	NI-4971 (already in evidence as Pros.Exh.15, Doc.Book).	Copy of letter by defendant Ambros and Farben lawyer Heintzeler to Reinboths (Reich Ministry of Economics), 3 July 1942; Farben's insistance to utilize the buna manufacturing processes taken from Soviet Russia.	1
	NI-6736	Copy of letter from Ambros office to Dr. Eckell (Reich Office for Economic Development - Reichsamt fuer Wirtschaftsausbau), 3 August 1942, concerning Farben's right to exploite Russian buna processes.	4
	NI-7468	Notes from Farben director Borgwardt to Farben employees Grebe, Albers and Weiss, 14 January 1942, listing a.o.Russian Buna factories in all parts of Russia, including Georgia and Siberia and advising them to be on the alert if such places should be occupied by the Germans.	6
+	NI-4968	Copy of letter by defendant Ambros to Dr. Bolte (Economic Staff East), 2 July 1942, concerning a.o. the buna plants located in Central Russia.	10
	NI-4960	Copy of letter by Farben employee Dorrer (?) to Ambros, 11 August 1942, on an unsuccessful trip to one of the Russian buna plants: plant not yet conquered when Farben employee arrived.	12,

0



1 34	Exhibit NO.	No.	Description of Document Page	NOL
		NI-4962	Confidential letter from Farben's Legal Department to von Knieriem, von Schnitzler, Haefliger, Ilgner, Mann, a.o., 23 July 1941, concern- ing Chemie-Ost G.m.b.H.	3
		NI-4961	Copy of letter from von Schnitzler to Dr. Ungewitter, 8 August 1941, concerning Schnitzler's desire to be elected to the supervisory board of Chemie-Ost G.m.b.H.	5
		NI-4970	Letter from Ungewitter to von Schnitzler, 15 August 1941, recog- nizing von Schnitzler's letter NI- 4961 above.	7
0		NI-4964	Letter from Mahnke (Wirtschafts- gruppe Chemische Industrie) to Far- ben, 1 November 1941, announcing the appointment of Farben's chemist 4. Passarge as one of the two managers of Chemie Ost G.m.b.H.	18
		NI-6088	Excerpt from 44th K.A. meeting, 4 November 1941, concerning a.o., the establishment of a Liaison Office East.	20
		NI-20 3 3	Correspondence and minutes refering to the organization of Kontinentale Oel A.G., 27 March 1941.	2121
Ö		NI-8453	Copy of a meno by Lohse (Office of the Reich Commissar for the East) for the Reich Ministry for the Occupied Eastern Territories, 16 September 1941, concerning the functions of Kontinentale Oel A.G.	29
2 2		NI-10162	Excerpts from minutes of the meeting of the Supervisory Board of Continental Oil, 13 January 1942, signed by Secretary of State Neumann and Farben employee and Secretary General of Continental Oil Diehlmann; together with excerpts from Exhibits attached thereto.	31

Exhibit NO.	NO.	Description of Document p	age NO.
	NI-6730	Copy of a letter from Farben's Inorganid Department (signed KTe-bert and Bencker) to Farben director von Heider, 13 September 1941, concerning Farben's participation in Soda- and Astzalkalien-Ost G.m.b.H.	36
	NI-6729	Copy of a memo, 1 July 1942, show- ing the distribution of shares in Soda- and Aetzalkalien-Ost G.m.b.H. as of 29 June 1942.	37
	NI-6348	Affidavit by defendant Ilgner, 10 April 1947, stating a.o. Farben's attitude towards the acquisition of plants in the eastern territories.	38
	NI-10728	Affidavit by Kurt Krueger, 9 September 1947, concerning German exploitation of the Russian industries for the German war economy, and Farben's participation in the Easter Companies.	142.

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I.G. Farbenindustrie Aktiengesellschaft, Ludwigshafen a.Rh.

(stamp) Secret!

1. This is top secret according to paragraph 88, Reich Penal Code.

2. Pass-on only sealed; if forwarded by mail, as "Registered Letter"

(handwritten initial)

3. Addressee is responsible for keeping this letter in a well secured place.

To the Reichs Ministry of Economics , for the attention of Herrn REINBOTHE, Ministerial Councillor.

Berlin W 8 Behrenstrasse 43.

Dr.H/Ho.

3 July 1942.

(Subject:) Synthese-Kautschuk-Ost G.m.b.H.

On the basis of the discussion of 12 June 1943 at your ministry and the meetings of experts that followed, far reaching greement has been reached concerning the Synthese-Lautschuk-Ost G.m.b.H. The outcome of these discussions is recorded in the draft of 20 January 1942.

One main question only remained unanswered in these discussions, namely: to what extent and under what conditions shall we be entitled to make use, within the Greater German territories, of those manufacturing methods and experiences which we came across in Soviet Russia. Our draft of the trustee contract of 17 December 1941 provided that all manufacturing methods and experiences found in Russia as well as their improvements developed by the Company, were to be handed over to us exclusively and duty free for use within Greater German territory. At the meeting of 12 June 1942, herr Min. Rat REINBOTHE raised some objections against declaring this surrender in the contract as duty free from the start, since the extent of production reached by I.G.Farben on the basis of the trustee-contract on one side - and the value of the Soviet Russian manufacturing methods on the other - would still depend on so many unknown factors, that it would be impossible, at the present moment, to meigh them one against the other.

(page 2 of original)

I.G. Farbenindustrie Aktiongesellschaft Ludwigshafen a.Rh.

- 2 -

During the discussions of experts that followed, the representatives of your ministry thought they were unable to give their full consent to the exclusive surrender of Soviet Russian manufacturing methods for our outilization within the territory of the Greater German Reich as desired

(page 2 of original, continued)

by us, requesting that we state our reasons in a special memorandum why we considered it best that the Reich renounce its claim to utilize these manufacturing methods and experiences within Germany. Our reasons are as follows:

and money, has started to develop Buna in such good time, and, at the risk of private funds, has established large plants for the manufacture of Buna to such an extent, that the amount of rubber requested for the war by the German Army and German Economy, can be met. In view of the services rendered by I.G. Farben to the Reich, we do not think it fair if the Reich were now to enter into competition with I.G. Farben in Germany over the utilization of manufacturing methods by using those methods found in Soviet Russia, the more so since these methods can be made workable for the Reich through the intermediary of those experts only whom I.G. Farben has put at the disposal of the Reich for that purpose. We therefore beg that the following a pendix, according to our draft of 17 December 1941, be added to paragraph 14, section 3, of the trustee-contract:-

"The Reich will renounce its claim on any utilization of manufacturing methods, experiences, inventions and improvements according to paragraph 1 and 2, within the territories of the Greater German Reich."

Should you be willing to share our points of view, we in turn would be ready to agree with Herrn REINBOTHE conderning the question of tax exemption and could postpone the problem of eventual tax obligations for the period after the expiration of trusteeship, according to paragraph 14, section 3, of the contract of 20 June 1942, to be settled at some later date and in a more appropriate way. The mutual interests could then be

(page 3 of original)

I.G. Farbenindustrie Aktiengesellschaft Ludwigshafen a.Rh.

Dr.H/Ho. 3 Juny 1942 3

examined and all justified economic needs of I.G. Farben, taken into consideration.

We should be grateful to you if you could, in case of need, arrange for a final discussion on these two aforementioned items at your earliest convenience. In view of the fact that our experts received word yesterday, to be ready to take charge of the Soviet Russian plants, which we expect to take into possession very soon, due to the renewed advance of the German Army, we think it urgently desirable that final agreements be reached in order to enable the Synthese-Kautschuk-Ost G.m.b.H. to start production at once, if called upon to do so.

TRANSL FION OF DOCUMENT No. NI-4971 CONTINUED

(page 3 of original, continued)

Heil Hitler!

I.G. Farbenindustrie Aktiengesellschaft

(signed) .MBROS (signed) pp HEINTZELER

Copy to: Herrn Director Dr. ter METR, Frankfurt a/Main
" Dr. MEROS, Ludwigshafen
" Dr. LOEHR, Frankfurt &/Main
" Dr. ROELL, Ludwigshafen.

No. 1354 (printed in red)

23-2612-100M-412 P 0267

Copy

CERTIFIC.TT OF TR NEL . PION

24 June 47

I, Joseph M. Frankenstein, 1-442842, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-4971.

Joseph M. Frankenstein -442842

3 -

" END "

TRANSLATION OF DOCUMENT NO. NI - 6736 OFFICE OF U.S. CHIEF OF COURSEL FOR WAR CRIMES.

Dr. OTTO AMEROS Member of the Vorstand of the I.G.Ferbenindustrie Actiengesellschaft. Ludwigshafen a.Rh., 3 August Tel. 8496. 1942/Si.

Registered.

Dr. Eckell Reich Office for Economic Expension (Reichsant fuer Wirtschaftsausbau)

Borlin W9

Saarlandstr. 128.

(9)

The signing of the contract regarding

"Synthoso-Kautschuk-Ost G.n.b.H."

is still pending on account of the interpretation of two points only.

To what extent is the I.G. entitled to utilize within the Orestor German Reich the processes and experience found in Bussia,

- 1. exclusively through the I.G. and
- 2. at what veluation.?

We believe that in view of their achievements in "Buna" the 1.G. can demand exclusivity. The valuation can be discussed at the proper time.

I have been informed that the decision in both these questions, the only ones still open, rests with you. In view of our renewed consistent in Russia I request your early decision.

Enclosed I send you the latest mail.

With best regards and Heil Hitler!

Yours

(signed) Anbros (on leave).

Enclosures:

Letter dated 3 July, to Einsterialrat Reinbothe.

Ø: Horr Dir.Dr. ter Heor, Frankfurt /Main

Horr Dr. Lochr, Frankfurt /Main

Herr Dr. Heintzeler, Ludwigshafen

Horr Dr. Rooll, Ludwigshefon.

(Initial): illogible.

TRANSLATION: OF DOCUMENT NO. NI - 6736 CONT.D.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMIER, USFET 482, hereby certify that I am thoroughly conversent with the English and German languages and that the above is a true and correct translation of document No. NI - 6736.

28 August 1947

DOROTHY E. PLUMBER USFET 482.

(END)

TRANSLATION OF DOCUMENT NO. NI - 7468 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

I.G. FARBENINDUSTRIE AKTIEMGESELLSCHAFT, FRANKFURT (MAIN) 20

To Horr Grobe

Horowith I give you the location of Russian factories manufacturing plastics (Kunststoffe), which was taken from a list of the Yowi.

I advise you to be on the alert when the places named in the enclosure are occupied by German troops, so that we can get in tour's immediately with the competent authorities.

Bgt/Kz 14 January 1942

1 enclosure.

(page 2 of original)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

Location Factories Production program

Ukraine/Charkow torritory

Charkow

Chlorvinyl factory

Kalinin territory

Kalinin

Installation for Vinylchloridpolymerisate

Iwanowo territory Madinir

Whadimir combine for plastics Chanicals: organic compounds Plastics and resin

Plastics and rosins; Rosoles, Textolit, asphalt, pitch naterials, neoleukorit, urea, vinylites, phaolites.

(page 3 of original)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

To Dr. Albers

Horowith I give you the location, taken from a list of the Vowi, of Russian factories manufacturing rubber.

TRANSLATSOF OF DOCUMENT NO. NI - 7468 CONT'D.

I advise you to be on the alert when the places named in the enclosure are occupied by German troops so that we can get in touch immediately with the competent authorities.

Bgt/Kz 14 January 1942

1 onclosure.

Todshiltistan-SSR

Howsibirsk

Howosibirsk territory

(page 4 or original) Location Factories Production program Loningrad territory "Krassnyj Treugolnik" Leningrad carbon disulphido installation, experimental installation for synthetic rubber, factory for rubber goods and plant for regeneration. Hoscow territory Experimental station "A" Hoscow for synthetic rubber Tule territory synthetic rubber Factory "S.K. 3" Jefrenow Woronesh territory synthetic rubber Woronesh S.K.2 Woronosh Tembow territory Tambow Factory for synthetic rubber (a project) Krassin der Gau Krassnodar Factory : synthetic rubber Asorboidshan-SSR Sungait Rubber combine Experimental installation for synthetic rubber Knanchstan-SSR Akujubinsk territory Tscholkar

- 2 -

rubbor

Experimental installation for rubber production

Erctory for synthotic

synthotic rubber

from fir oil.

TRANSLATION OF DOCUMENT NO. NI - 7468 CONTID.

(page 5 of original)

I.G. FARRENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

To Dr. Woiss

Herewith I give you the location, taken from a list of the WOWI, of Russian factories manufacturing white dyes.

I advise you to be on the alert when the places maned in the enclosure are occupied by German troops so that we can immediately get into touch with the competent German authorities.

Bgt/Kz 14 January 1942

1 enclosure.

Copy.

(pego 6 of original)

I.G. FARBENINDUSTRIE ANTIENGESELLSCHIFT, FRANKFURT (MAIN) 20

Location	Factor	Production program
Ukraino/Stalino torritory		
Konstantinovka	Lithopone factory under construction	
Poski	Minoral dyes factory "First of May"	
		- 1
Loningred Loningred	Nowa chemical combine Sulphuric acid factory Super phosphate factory	Sulphuric acid, hydrochloric acid, Fluorin compounds, nineral dyes (Ti- tanium white), phosphate fertili- zers
	Lithopone factory "Worowskij"	Kadnium salts, zinc vitriol, zinc products, Lithepene, load pastes, ultra- merine

Jaroslawl territory

Jaroslawl

"Swobodnyj Sokol" factory Titanium covering Experimental installation white. for Titanium covering white.

chronium pignents,

zinc white, Kronos zinc dyes, lecquer

dyes.

Lacquer-dyes factory

"Mondelojow"

TRANSLANCON OF DOCUMENT NO. NI - 7468 CONT'D.

Moscow territory HOL.

"Krassnyj Krost"-factory

white dyes, copper

vitriol

"Krasnopressensker" factory

minoral colors (titenium white), ensuel colors,

oil paint, lacquors, (Clyptal lacquors).

Adsheristan-ASSR Batun

Betun dyo factory

Nimeral colors

North-Ossatijen-ASSR Ordshonikidso

Zinc-Electrolyte

Sulphur, sinc

factory

white, lacquer dyes

Goorgin-SSR Katais

Baryta factory

Lithopone dyos

Armonic-SSR Erowen(Briwenj)

Dyo factory

minoral colors

Tscholinsk torritory
Dyo factory

Hineral colors (Titenium white, titionium selts, titenium dioxydo), oil paint and lacquers, (Baryta dyos, vernish, oil lacquers).

Ussuri toritory Western Siberia

Lithopono factory (a project)

CERTIFICATE OF TRUNSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby cortify that I am thoroughly conservent with the English and German languages and that the above is a true and correct translation of document No. NI - 7468.

29 August 1947

DOROTHY E. PLUMER USFET 482.

(END)

TRANSLATION OF DOCUMENT NO. NI-4968 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

... 14

Ludwigshafen A.RH., 2 July 1942 Dr.R./S. Telephone 6496

DR. OTTO AMBROS
Member of the Vorstand of
I.G. Farbenindustrie Aktiengesellschaft

Dr. ROELL

(Initial Illegible)

Oberkriegsverwaltungsrat Dr. BOLTE Economy Staff East Chefgruppe W Group Chemistry

Berlin NW 7 Dorotheonstrasse 77-78

Regarding: Personnel Recruitment (Einsat) for the Rubber Factories in the USSR.

Dear Dr. BOLTE.

Our troops having advanced farther to the East, the question of staffing the rubber factories in Central Russia will probably soon come up and along the lines of the plan of organization agreed upon with Ministericl-dirigent Dr. MULERT R.V.M. (Reich Economics Ministry) I therefore should like to make today the following propositions for the recruitment of personnel:

In the first place, it would seem to me, Dr. Werner WOLFF, Ludwigshafen, is suitable for the prospective task inasmuch as he previously had an opportunity to make himself theroughly familiar with the SK 3 plant in Jefremow and was able to collect there valuable data both on production installations as well as the Russian process for manufacturing. At present Dr. WOLFF is engaged on a special assignment for the Reichswirtschaftsamt (Reich Economics Office) in the Ukraine and could probably be released any time for essential work. Next to that the following gentlemen might be considered for an assignment also:

Dr. Hajo EILERS, Schkopau Dr. Arthur WOLFRAM, Hoechst Dr. Karl ZOHNER, Ludwigshafen

You would oblige me by keeping me informed on your decisions in matters portaining to the field in question.

I remain with

Heil Hitler

Yours respectfully,

(Signed) Dr. O. AMEROS

Please turn over

TRANSLATION OF DOCUMENT NO. NI-4968 Cont'd

Meanwhile a request was made today for a technical experienced man for a Buna factory in Russia, and following the order proposed I have recommended to Herr Dr. MUHECK of the OKW (High Command of the Armed Forces) the transfer of Dr. EILERS and thereafter as a substitute, Dr. Karl ZOHNER. Both gentlemen are ready to depart.

CERTIFICATE OF TRANSLATION

I, HERTHA C. KNUTH, AGO NO. X-046355, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 4968.

HERTHA C. KNUTH U. S. Civilian AGO NO. X-046355

END

TRANSLATION OF DOCUMENT NO. NI-4960 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUD/IGSHAFEN A.RHEIN.
To Director Dr. Ambros Intermediary Products Group
Lu 1.

BI/Dr.Do/H.

11 August 1942

Trip Dr. Eilers.

Dr. Eilers telephoned on 6 August from Schkopau and informed us that he has returned without accomplishing unything. It was impossible for him to get near the Moronesh plant, as up to now SKII was not in German possession. As far as he could find out, the plant is very much destroyed. Besides, according to the information given by desertors, all the installations, including the specially skilled workers, have been removed to the East since the summer of last year.

Dr. Eilers is working again in Schkopau and has to attend to some business regarding PCU (Polecenyl Chlorid) in Ludwigshafen in the near future. Dr.E. would like to give you a short personal report about his impressions. I suggested to Dr.E. that he should come to Ludwigshafen after the 24th (of this month). Could you perhaps find a quarter of an hour for Dr. Eilers in your program for the 25th? In that case I would inform Dr. Eilers accordingly.

(Signature): Dorror.

Copy

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMER, USFLT 482, hereby certify that I am thoroughly conversant with the English and Gorman languages and that the above is a true and correct translation of Document No. NI - 4960.

18 August 1947

DOROTHY S.PLULHER USFET 482.

(END)

TRANSLATION OF DOCUMENT No. NI-4962 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. FARBENIUDUSTRIE AKTIENGESELLSCHAFT Law Department Borlin M. 7

Strictly confidential:

Director Dr.v. Knieriom, Ludwigshafen Kommerzienrat Waibel, Frankfurt Director Dr.v.Schnitzler, Frankfurt Director Haofliger; Frankfurt Director Dr. Ilgner, Berlin NV 7 Consul General Mann, Leverkusen Kommerzialrat Ctto, Derlin SC 36

Director Br.KRueger, Borlin H.7 Director Dr.Frank-Fahle " Dr. Korston; Dr. Terhaar, Dr. Passargo,

S/Ro/2080/91

2224

23 July 1941

Chemie Ostland G.m.b.H.

We are transmitting you enclosed a new statute draft as it resulted on the Pasis of today's discussion at the Reich Ministry of Economics. This conference used as a basis a draft worked out by the Reich Hinistry of Economics in conjunction with the Economics Group Chemical Industry (Wirtschaftsgruppe Chemische Industrie) which did not yet take into consideration our drafts of 18 July 1941 - transmitted to you with a letter of the same date but deviated essentially from them. Also used were proposals of the Stickstoff Syndikat (Nitromen Syndicate) which -in turnhad partially made use of our proposals of 18 July 1941. The draft in its present version is to be transmitted to the Staff Geering (Stab Geering) and find uniform a plication for all GmbH concorns (limited limbility companies) in the field of chemistry.

Regarding article 1 it should be noted that leichsmarschall Georing is to be authorized by way of decree to regulate the administration of the economy of the occupied Eastern territories. In the basis of this decree the Leichsmarschall is to promulgate an ordinance which prescribes the establishment of the various limited liability companies as projected for the field of chemistry. This is the ordinance to which article 1 refers.

In article 2 the Ministry toos not wish any further-reaching restriction of the purpose of the company, as defined by the statute so as not to have added obstacles by reason of its own charter in the contest for the direction and control of the chemical plants which the Reich Commissioners and other state administration agencies were quite likely to demand for themselves. The Ministry is willing, however, upon request to confirm to us in writing which individual tasks first being considered (refer to Article 2, Paragra h 1, of our draft of 18 July 1941) and that further tasks will be assigned to the limited liability company only after having come to an under-standing with us. We believe that thereby our interests would be sufficiently protected. According to a communication of the Ministry the other participating firms have expressed no similar apprehensions or wishes. We call attention to Article 8, Paragraph 1, according to which the Verwaltungsrat roveals a by far stronger influence of the Ministry and the Mirtschaftsgruppe (Economical Group) than our draft provides. The Ministry also absolutely wanted to hold to this. We only succeeded in having the stipulation incorporated that the others members (apart from the representatives of the Heich Ministry of Economics and the Migru Chemie (Economic Group Chemistry) be proposed by the stockholders. The Ministry is also of the opinion that the chief of Migru Chemie (Economic Group Chemistry) is an industrialist and, therefore, should be considered as belonging at least quite as much to the participating enterprises as to the Mirtschaftsgruppe (Economic Group).

(reverse side of original)

The Ministry does not intend to conclude a special agreement on the Chemie (stland G.m.b.H. The basic ideas put down in our draft are said to be for the greater part self-evident prorequisites which to a far reaching degree would anyhow be brought out in the letter of the Ministry to the Staff Goering so that never could arise a doubt on this subject. It is correct that comparing the agreement according to our draft of 18 July 19%1 and the present wording of the draft of the statute one would have to be concerned in the main, with clarifications only. Strictly speaking, it would be desirable, of course, that these basic thoughts in the matter be laid down in a locument which is -intrinsically- not merely a Ministry document, thus to become binding-above all else- upon the Ministry and the participating enterprises. For the time being, however, the Ministry insists on its point of view that such an agreement is not necessary.

LAW DEPARTMENT.

Enclosure

To Director Dr. Sander, Stickstoff-Syndikat (Nitrogen Syndicate)

CERTIFICATE OF TRANSLATI H

I, HERTHA C. KHUTH, U.S. Civilian, AGC X-046355, hereby cortify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-4962

HERTHA C. KNUTH, U.S. Civilian, AGO X-046355

END

TRANSLATION OF DOCUMENT No. 111-4961.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. G.v. Schnitzler

Frankfurt a.M., 8 August 1941 Grueneburgplatz.

Herr Dr. Claus Ungewitter

Berlin W 35 Sigismundstrasse 6.

Ro.: Chemie Ostland G. M. b.H.

Dear Dr. Ungowitter,

I would like to take the liberty of referring again to our short personal conversation of Monday last about the Chemie Ostland GamabaHa

In the meantime Dr. Silcher of our legal department Barlin has informed us of the draft of the Articles of pating whip drawn up by the Reich Ministry for Economy and advised us further that the Ministry does not want any more extensive limitation based on the Articles of incorporation of the objects of the company in Par 2. This in order not to be hompered by the company's own charter or lop of everything that in the expected fight for the protection of the Chemical plants, which will proxumably be claimed to a large degree by the Reich Commissioners and other State administrative offices. However, the Ministry is prepared to confirm, in writing if we wish it what individual tasks are considered first (see Par. 2 Sub-Par. 1 of our draft of 18 July 1941) and that the transfer of further tasks to the Grab H. will only take place offer an understanding with us. We believe that by this our interests would be taken into consideration sufficiently. The other firms concerned have according to a communication from the Ministry not expressed any similar doubts or requests.

In Par. 8 the Ministry emphasized very strongly and quite consciously the official character of the G.m. b.H. when dealing with the composition of the Verwaltungscal (Administrative Council). This attitude is after all identical with the conception which you and we upheld on the occasion of the discussions on Wednesday 16 July in the

(Transl. Note:) (Handwritten Note:) 805

(Page 2 of original)

Reich Ministry of Economy. The new enterprise is not supposed to carry on business itself, but to be the intermediate agency, established under the roof of the Economic Group, which shall support the plants which are to be managed in future with words and deeds (mit Rat und Tat) in getting started. That a great number of difficult problems will arise very soon at this point is, I suppose, demonstrated best by the memorandum of Df. Oster on a discussion with Ministerialdirigent Dr. Mulert. I enclose a copy of it in case you do not yet have one though you most likely have. As I told you recently I would like, in my capacity as Doputy Chairman of the Economic Group Chemical Industry and Chairman of the Commorcial Committee of I.G. Farben, to be elected to the Verwaltungsrat (Administrative Council) of Chemic Ost G.m.b.H. After I have agreed in this question to this effect with those of my colleagues concerned, I would approximate it if you would kindly convey this request to the Ministry of Economy as soon as matters have developed accordingly (Compare Par. 8 Mo. 1)

With kind regards and Heil Hitler Yours very truly

(Transl. Note: Handwritten:) 805

TRANSLATION OF DOCUMENT No. 271-4961 (Cont'd)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GAMMERKI, ETO No. 34079, hereby contify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Dorument to. At 4961.

DOROTHEA L. GALEWSKI ETO No. 34079

(END)

TRANSLATION OF DOCUMENT NO. NI-4970 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

WIRTSCHAFTSGRUPPE CHEMISCHE INDUSTRIE (Economic Group Chemical Industry)

An Rep. No.: Dr. U/Sg. Tele. No.: Please, add Ref. No. and Tele. No. to your reply. Berlin W 35, 15 August 1941 Sigismundstr. 6 Tele: Sammelnummer 22 75 61 Wire: "ALCHEMIE"

To Director Dr. von SCHNITZLER, I.G. Farbenindustrie Aktiengesellschaft

Frankfurt (Main) 20: Grueneburgplatz

Your letter of 8 August: Chemie Ostland (Chemistry Enst) G.m.b.H.

Dear Director:

I have informed the Ministry of Economics of your wish to be elected member of the Board of Administration (Verwaltungsrat) of Chemie Ostland G.m.b.H.; The Economic Group Chemical Industry will propose your name officially as soon as the founding of the G.m.b.H. will become a practical fact.

With my best regards and Heil Hitler!

Truly

(Signature) UNGEWITTER

CERTIFICATE OF TRANSLATION

I, HERTHA C. KNUTH, AGO NO. X 046355, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI -4970.

HERTHA C. KNUTH U. S. Civilian AGO NO. X 046355

END

TRANSLATION OF DOCUMENT No. NI-4964 OFFICE OF CHIEF OF COUNSEL FOR WAR CRYMES

(Translator's note) typed: Attorney-at-Law Br. Mahnke /

Berlin W 35, 1 November 1941 Sigismundstrasse 6

I.G. Farbonindustrio A.G.

Tologhone: Trunk-line No. 22 75 61 Tologram Address: "Alchimie"

Frankfurt a. Main 20

Gruencburgplatz

(Translator's note): notation in pencil Frauelein Busli: to pay in; and payment to announce to Wirtschaftsgruppe and Dr. Passarge

Our Ref. Dr. Mnk/Hd

Diary No.

Floase indicate reference and
Your letter of diary No. in your answer

Your Ref.

Subject: Chomic-Cat G.m.b.H.

I take the liberty of informing you that on the basis of the power of attorney executed in my behalf, I have today effect the foundation of Chemic Ost G.m.b.H. before the notary. The copy of the deed of the company will be sent to you as soon as the registration of the company has been effected.

As the company's application for entry into the trade regist by our senior business managers

the chemist Dr. W. Passarge and

the merchant Guenther Urbich

can only be offected after the original capital has been paid in and is at their disposal, I am asking you to remit immediately the original investment in the amount of

(Translator's note)
underscored in blue 1000 Reichsmark
pencil

(Translator's note); handwritten remarks in ink; Remitted 3 Nov 41 III 488 B 18391 Kto(Accou) Chemic Ost G.m.b.H.

for which you pledged yourself to the

Deutsche Dank, Dep. Kasse (Deposit account) C, Berlin W9 Potsdamer Strasse 5 for credit to Wirtschaftsgruppe Chemische Industrie

(Translator's note) in blue pencil handwritten initial: illegible

TRANSLATION OF DOCUMENT No. NI-4964 Cont!d

In view of the urgency of the application I ask you once more to take action at the earliest possible moment.

Heil Hitler.

(Handwritten illegible signature)

CERTIFICATE OF TRANSLATION

I, HERTHA C. MHUTH, AGO X-046355, horoby cortify that I am thoroughly conversant with the English and Gorman languages; and that the above is a true and correct translation of Document No. NI-4964.

HERTHA C. KNUTH, AGO X-046355.

END

Excerpts from the Records of the 44th nesting of the Commercial Committee: on Tuesday 4 November 1941, at 10 a.m. in Berlin HW 7, Unter den Linden 78.

Present:

Geheimrat Schnitz von Schnitzler President Doncker Haefliger von Heider Ilgner Krueger Kuglor Mann Mueller Oster Otto intermittently Silcher Torhaar Waibel Weber-Andreac Weiss.

.........

(page 3 of original)

9.) Questions concorning the East.

Ilgner reads statements from Dr. Terhaar's report. After this a discussion takes place about Chemie-Ost G.m.b.H. and questions concerning expertation to the East. Mann and Terhaar report on the tendancies which have been discernible up to now in the general development and which show above all that the offices appointed for the economic administration of the East have not as yet any definite competence. It is decided that Chemie-Ost G.m.b.H. shall be founded with the statutes on hand, without any letter being written either from or to the Ministry of Economics in order to clarify the matter.

In order to work out as quickly and as intensively as possible the tasks which arise for I.G. in its new spheres of work in the occupied territories of the East, it was decided, after a detailed discussion of the natter, that it would be useful to set up in Berlin a Liesen Office for the East, with Hann at its head. The appropriate departments in Berlin NW 7 in particular the WIPO will put themselves at the disposal of this office.

Oster reports on the state of the Soviet nitrogen plants in the Occupied Eastern Territories up to date.

TRANSLATION OF EXCERPT OF DOC. NI- 6088 CONTID.

(page 5 of original)

Berlin IM 7, 5 November 1941 K/Sn/G. 44/41

signed von Schnitzler signed Krueger.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am theroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-6088,

12 September 1947

DOROTHY E. PLUMMER USFET 492.

(END)

TRANSLATION OF DOCUMENT FO.MI - 2023 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIMES.

Copy.

Foundation Report.

The undersigned founders of the

Montinentale Oel-Aktiengesellschaft

which has been set up with its head office in Berlin, herewith present a report on the foundation thereof.

In this foundation the provisions of the law on joint stock corporations, in particular those of paragraphs16 and 17 of this law, have been taken into consideration.

The founders have taken over all the stock. No agreements were made regarding capital other than cash, or purchase thereof. In founding the company no stock was purchased either for the account of a member of the Vorstand or for the account of a member of the Aufsichtsrat.

No member of the Voremend or of the Aufsichtsrat has requested any special advantage or any compensation for the present foundation or for the preparation thereof, or any other renumeration.

Berlin, 27 March 1941.

Deutsche Erdoel-Aktiengesellschaft (signed) Schirmer Ritter

Gewerkschaft Elwerath (signed) Hans Brochhaus

(signed) Wilhelm Zentgref

Mintershall Aktiengesellschaft Preussische Bergwerks-und Huetten-Aktiengesellschaft (signed): Dr. von Velsen ppa. Hoffmann

Brauntohle-Benzin Attiengesellschaft I.G. Farbenindustrie Actien-(signed) Buetefisch Kranefuss

gesellschaft (signed) Bustefisch

Deutsche Bank

Dresdner Bank

(signed) Abs Urich (signed): Resche

Kuehne

- Reichskreditgesellschaft Aktien- Berliner Hendels-Gasellschaft gesellschaft

(signed) Redewald ppa. Schoeller (signed) Koeppel von Schwartzkoppen

Borussia Beteiligungsgosellschaft mit beschrachkter Haftung

(signed): Fischer.

TRANSLATION OF DOCUMENT NO.NI - 2023 CONT'D.

(pege 2 of original)

Copy /vH.

No. 49 of the Document Roll for 1941.

Stemp of F--le

Hado

in Berlin, on the twenty seventh of Merch one thousand nine hundred and forty one.

Before the undersigned, notary public in the district of the Supreme Court of Appeal, (Kammergoricht),

Justizrat

Dr. Karl Meidinger

residing in Berlin, the following persons, known to him, appeared today in the council-room of the Preussenhaus in Berlin, Heipziger Strasse 3, to which the notary public had gone upon request:

- 1. a) Herr Director Kerl Schirner, Berlin,
 - b) Herr Albert R i t t e r , retired mining office assessor, Berlin,
 - a) as chairman of the Vorstand,
 - b) as member of the Vorstand of the Doutsche Erdocl-Aktiongesellscheft, heed office in Berlin-Scheeneberg.

(page 3 of the original)

Peregraph 27.

The net profits shall be divided among the holders of common stock in properties to the nominal amount of their holdings, with the provision that the stockholders' dividends be paid both according to the amount invested on the basis of the nominal value of the stock, and in properties to the time which has element since the date fixed for payment.

In the case of newly issued stock, other factors may establish the right to profits.

The gentlemen present then declared:

The sheres shell be issued at nominal value. The stock capital shell be purchased as follows:



TRANSLATION OF DOCUMENT NO. NI - 2023 COMMID.

Registered Stock!

1,	Borussia Betoiligungsgösellschaft mit beschreenkter Haftung, Berlin	14 000.000.08
2.	Doutsche Erdool-Aktiongesellschaft, Berlin-Schoeneberg	3.000.000.4- RH
3.	Governschaft Elworath, Hennover	3.000.000.— RI
4.	'Mntershell Aktiongosellschit, Kessel	3.000.000 Rij
5.	Proussische Bergwerks- und Huetten- Aktiongesellschaft, Berlin	· 3.000.000.— HI
	and further	3.000.000.— Bit
6.	I.G. Ferbonindustrie Aktiongesoll- scheft, Frankfurt e.M.	3.000.000.— RM
7.	Braunkohle-Benzin Aktiengesellschaft, Berlin	2.000.000.— PM
Bo	eror Sheres:	
з.	Doutsche Ben't, Berlin	10.500.000 Ri
9,	Drosdner Benk, Berlin	10.500.000 RM
10.	Reichskreditgesellschaft Aktionge- sellschaft, Berlin	4.500.000 Ri
11.	Borliner Hendels-Gesellscheft, Berlin	4.500.000 Ri
		80.000.000.— Ri

(page 4 of ori inal)

Furthermore, we appoint as numbers of the Aufsichtsrat of the now corporation;

- 1. Welther Funk, Reich Minister of Economics, Berlin
 2. Wilhelm Koppler, Secretary of State, Berlin
 3. Erich Feunann, Secretary of State, Berlin
 4. General Thomas, (Infantry), Berlin

- 5. Hinisterialdirigent Hens-Eduard von H e e m s k e r c k , Berlin
- 6. Hinistorialrat F. Fetzer, Berlin 7. Professor Dr. Karl Krauch, Berlin
- 3. Ministorialdirektor Dr. Friedrich Gransch, Berlin
- 9. Himistorialrat Dr. Friodrich Kadgien, Berlin
- 10. Director Kerl Schirner, Berlin 11. Director General Heinrich Wisselmenn, Berlin
- 12. Director Hens Brochhaus, Berlin

TRANSLATION OF DOCUMENT NO.MI - 2023 COMMID.

- 15. Director General August Rosters, Kassel,
- 14. Fritz Kranofuss, Merchant, Borlin
- 15. Horbort Kauert, Mining Director, Essen
- 15. Dr. Paul Dann, Chomist, Berlin
- 17. Director Dr. Hoinrich Buotefisch, Berlin
- 13. Director General Bourat Frank Wehling, Berlin

- 19: Director Hermann J. A b s , Berlin 20: Director Dr. Kerl Resche, Berlin 21. Steatsfingnaret Hens Weltzien (retired), Berlin
- 22. Director August Rodowald, Berlin 23. Minister Hans Fischbecck, Den Heag,
- 26. Director Kerl Blessing, Berlin-Grunoweld
- 25. Dr. Brast Rudolf F i s c h e r , Morchent, Borlin 26. Justizret Buodigor Gref vo. r G o l t z , Borlin
- 27. Dr. Franz H a y 1 c r , Horchant, Borlin-Schoeneberg 23. Professor Dr. A. B c n t z , Borlin-Dahlon.

We elect as members of the Verwaltungsrat:

1. Dr. Ernet Rudolf Fischer, Morchent, Borlin, as chairman,

(page 5 of original)

- 2. Director Merl 3 1 c s s i n g , Berlin-Grunewald,
- as deputy chairmen, 3. Hinister Hans Fischboock, Den Haeg,
- 4. Director Hans Brochhaus, Berlin,
- 5. Hinistorialrat F. Fotzor, Berlin.

Those present then declared:

We nominate the Doutsche Revisions- und Treuhand-Actiongosellschaft (German Auditing and Trustee Aktiongesellschaft) in Berlin as auditors for the closing balance, to examine the company's first annual balance.

The record of the proceedings shall be drawn up for the corporation in duplicate.

The record of the proceedings was read to those present, approved, and signed by each as follows:

> Kerl Schirner Albert Ritter Hens Brochhaus Wilholm Zontgraf Clemens von Volsen Dr. Kerl Hoffnenn Dr. Heinrich Buotofisch Fritz Kranofuss Hornann J. A b s Franz Heinrich Ulrich Dr. Karl Rascho Erich Kuhno August Rodovald Mernor Schoollor

TRINSLATION OF DOCUMENT NO.NI - 2023 COMT'D.

- 11.) Stantsrat Justizrat Dr. Ruediger Graf von der Goltz, Berlin,
- 12,) Ministerial direktor Dr. Friedrich Gransch, Berlin.
- 13.) Dr. Franz Heylor, Borlin, 14.) Ministerialdirigent Hons-Eduard von Hoomskerck, Borlin,
- 15.) Ministorialrat Dr. Friedrich Kadgion, Berlin,

(page 8 of original)

- 13.) Fritz Krancfuss, Borlin, 17.) Professor Dr. Kerl Krauch, Hoidolborg,
- 13.) Dr. Karl Rascho, Berlin,
- 19.) August Rohdownld, Borlin,
- 20.) August Rostorg, Knasol, 21.) Knrl Schirnor, Borlin

- 22.) General Goorg Thomas (Infantry), Berlin, 25.; Regierungsbaurat Franz Wehling (retired), Berlin 24.) Steatsfinanzrat Hans olt zion (retired), Berlin
- 25.) Heinrich Wisselnann, (retired) Mining Office Assessor, Berlin,

Those nemed under

- B) of the Verstand of the Corporation, composed of the following gentlemen:
 - 1.) Herl Blossing, Berlin,
 - 2.) Hens Brochhaus, Berlin (delogated to the Vorstand)
 - 3.) Dr. Ernst Rudolf Fischor, Borlin (delegated to the Vorstand)
 - 4.) Attorney Dr. Rudolf Poetsch, Berlin, at present serving with the Wehrmacht,

those nemed under 1.) and 3.),

C) the stockholders or their representatives memod in the attached list of stockholders.

At 13 hours Hinutes

(page 9 of original)

(In limiting): Soor.Dir.Dr.Rescho.

29 .pril 1941.

Hz/T

To the

Chairman of the Aufadchtsrat of Drosdnor Benk, Herr Cerl Goots,

Borlin.

TRANSLATION OF DOCUMENT NO. HI - 2023 CONT'D.

We have the honor to inform you of the election of our Verstand member,

Herr Dr. Karl Rascho.

to the Aufsichtsrat of the newly founded

Montinentale Och-Matienresellschaft, Berlin,

We respectfully request you to approve the appointment.

Hoil Hitler!

DRESDHER DANK
(Typod signatures):
Sabath Hoinzo

Amoroved: (Typed signature): Goot z 2 May 1941.

CERTIFICATE OF TUNSLITION

I, DOROTHY E. PLUNCER, USFET 492, horoby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Fo. NI - 2023.

1 October 1947

DOPOTHY E. PLUMMER USFET 482.

(EMD)

TRANSPORTED DOCUMENT NO. NI - 3453 OFFICE OF U.S.CHIEF OF COUNSEL FOR MAR CRIMES.

Сору.

The Reichskinnisser.

Riga, 16 September 1941.

File note for the Reich Ministry for the Occupied Eastern Territories.

Recently State Secretary Mounann, accompanied by Generaldirektor Dr. Fischer from I.G.Farben, came to see no about the yield of petroloum of Conti-Oil (Conti-Ool) in the Marketistrict.

State Secretary Newmenn stated that the Reich Harshal had decided that a special agreement would have to be reached with the Centi-Oil Co. (Centi-Oel) as regards the taking over of existing enterprises and the exploitation of the sources of the rew material. In view of the two amounts Centi-Oil was forced to invest, the Reich Marshal had decided that they might purchase the existing partially damaged plants as well as the areas in which the deposits were situated, together with their installations.

I objected to this ruling and pointed out that a special settlement of this kind in regard to presently would give rise to the wishes and claims of other firms which then could no longer be made to agree on the basis of the argument given so far, that until the end of the war no changes could be undertaken in ouncrahip. Dr. Fischer then said that he was willing to take ever the plants on a losse and Herr N. suggested the familiar term of 99 years.

As it was of importance to the wer economy for the plants to be put into operation again, and for the exploitation of the oil to function as quickly as possible, I agreed to this ruling without further discussion of details, presupposing that the affair, which was of a fundamental nature and would have to be settled in other fields besides my own had already led to an agreement with the Reich Ministry for the Occupied Eastern Territories. I know that a general agreement in principle had been reached between the Reich Marshal and the Reich Minister for the Occupied Eastern Territories as far as the handling of fundamental metters pertaining to the economic as well as the administrative side, was concerned.

(page 2 of original)

Subsidiery companies (Tochter possible schefton) will be founded in Ostland for the Conti enterprises.

TRANSLAMON OF DOCUMENT NO. NI - 3453 CONT'B.

During this discussion IV. also mentioned the question of trustcoship in Ostland (Troubend Ostland), which is soon to be definitely decided in Berlin! On this I shall report orally.

Heil Hitler!

(sigmod) Lohso.

Distribution:

Herr Reich Minister
Regional Beader (Gauleiter) Dr. Meyer
Staff leader (Stabsleiter) Controlens.
(In handwriting): Ministerialdirektor Dr. Schletterer.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E.PLUCER, USFET 482, hereby certify that I am theroughly conversent with the English and German languages and that the above is a true and correct translation of Document No. NI - 3453.

27 August 1947

DOROTHY E.PLULTER USFET 492.

(END)

TRANSLATION OF EXTRACTS FROM DOCUMENT NO. NI-10162 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Secretariat DIHLMANN Folder or file No.

Re: Aufsichtsrat meeting of 13 January 1942

(page 2 of original)

__MINUTES._

of the 2nd meeting of the Aufsichtsrat of the Kontinentale Oel Aktiongesellschaft on Tuesday, 13 January 1942, in the Preussenhaus, Berlin.

Present:

0

From the Aufsichtsrat: Reich Minister of Economy Dr. W. Funk

Chairman

Under Secretary of State W. Keppler.

Deputy Chairman

" " E. Neumann.

H.J. Abs.

Professor Dr. A. Bentz

Dr. H. Beutefisch

Dr. P. Damm

Ministerialrat Dr. F. Fetzer

Minister (retired) Dr. H. Fischboeck

Ministerialdirektor Dr. F. Gramsch

Captain (Navy) Griebel (as representative of General of the Infantry Thomas, unable to attend)

Dr. F. Hayler

Ministerialrat Dr. Kadgien

H. Kauert

F. Kranefuss

Dr. K. Rasche

A. Rohdowald

A. Rostorg

TRANSLATION OF EXTRACTS FROM DOCUMENT NO. NI-10162
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES (continued)

K. Schirner

Baurat F. Wehling

Staatsfinanzret (retired) H. Weltzien

H. Masclmann

(page 3 of criginal)

From the Vorstand of the Kontinental Cel A.G.:

K. Blossing

H. Brochhaus) delegated from the Aufsichtsrat to the Dr. E.R. Fischer) Vorstand.

and clso:

Dr. von Loebbooke for the Plenipotentiary for the 4 year plan

W. Dihlmann as somretary from Kontinentoel.

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Meeting opened 1715.

(page 4 of original)

Dr. E.R. Fischer reported on the taking-over of the Russian mineral oil industry (See appendix 3.)

In the discussion that followed the Reich binister of Economy pointed out that it is of vital importance to the Armod Forces and the economy that suitable mineral oils are obtained in good time and that therefore it must be considered by what measures, however drastic they may have to be, the machines and other materials necessary for the reconstruction and expansion of the mineral oil industry in the occupied Eastern territories can be obtained.

. (page 6 of original)

Moeting closed 1915.

(signatures) Neumann (?) DIHLMANN (scoretary.)

TRANSLATION OF EXTRACTS FROM DOCUMENT NO. NI-10162 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES (continued)

(onge 7 of original)

Structure of the Kontinentale Oel Aktiengesellschaft.

(page 8 of original)

The exclusive rights for the production, processing and sale of mineral oil products for the occupied, previously Russian, territories were conferred on Kontinentoel. In accordance with a directive of the Reich Minister of Economy of 22 July 1941, the firm is to look after the execution of the necessary operational measures with regard to mineral oil, to take over the installations serving the mineral oil economy and to establish the necessary subsidiary companies for this purpose.

After the occupation of Estonia we immediately took the necessary measures to put the Estonian shale naphta production, which had suffered considerable damage during the war, back into operation as quickly as possible. In July 1941 the Baltische Oel Gesellschaft 1.b.H. with headquarters in Berlin and a capital of RM. 1 000 000.— was founded for this purpose. The main part of the business management is in Reval.

In order to seize, take over and operate the mineral oil sales installations in the formerly Russian territory it was necessary to found two oil sales compenies, the Ostland Oel Vertriebs G.m.b.H. with a capital of RM 50 000 for the territory under the jurisdiction of the Reich Commissar Ostland (Eastern Territory), and the Ukraine Oel Vertriebs G.m.b.H., which also had a capital of RM 50 000, for the territory under the jurisdiction of the Reich Commissar Ukraine. Both companies started operations in the autumn of last year.

(page 9 of original)

The Ost Cel G.m.b.H. with a capital of RH 100 000 was established for the preparation of operations in the Caucasus. It is this company's duty to obtain drilling and other equipment and to prepare the organization in such a way that at the appropriate time production can be started up again.

There is a separate report on the measures which have been taken so far for the assignment of Russians.

Finally, the Kontinentale Transport Aktiengesellschaft, was founded in September 1941 with a capital of RM 3 500 000.-, of which 25% are paid up. It is the job of this company to cover the transportation requirements of the Kontinentoel and its subsidiary companies. The necessary transport is partly to be underevailable through the conclusion of freight or lease agreements with already existing shipping or transport firms and partly the Kontinentale Transport Aktientoschlaft is to acquire, charter or lease ocean-going and

TRANSLATION OF EXERPTS FROM DOGULET NO. NI-10162 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES (continued)

river tankers and tank cers. Apart from this it will become necessary to create loading and unloading installations and, if necessary, also pipelines, particularly in the Black Sea region.

It is however not intended that the condition or development of existing shipping firms or transportation enterprises . be impared in any way. Rather are we working on the assump-

impaired tion that because the Russian mineral oil regions are taken over, the demands on transport for mineral oil will be so considerable that both the present shipping firms and the Montinentale Transport Aktiengesellschaft will be able to develop satisfactorily.

The Montinentale Transport A.G. particularly has the accuisition of tankers in the Mediterranean as well as their construction in Mikolajew in view, with a view to the transport of Caucasus oil later on, and

(pege 10 of original)

is beeping in close touch with the Mavy (Kriegsmarine) about this. The company is furthermore trying to cave the way for making the necessary tank cers available.

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(page 23 of original)

Taking-over of Russian mineral oil industry.

When the campaign in the East started, Kontinenteel was charged with the execution of the operational measures necessary with regard to mineral oil, that is, the exclusive rights to the production, processing, transporting and sale of mineral oil products were conferred upon the company.

In Russia the Montinentoel held the position of a Monopoly company, such as were also established for dealing with other economic spheres, for instance for fibres, coal, cros, leather etc. In contrast to other monopoly companies which noted as temporary trustees for the firms taken over by them and which would be dissolved again after the end of the wer, the Kontinentoel is operating the installations serving the mineral oil industry in the Russian territories on its own account and at its own risk; the company pays rent for this to the German Reich until such time as it will acquire these installations by ourchase.

(Page 26 of original)

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-10162
OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES (continued)

The emphasis is at present on the production of fuel oil for the Navy (Kriegsmarine); it is planned also to produce gasoline, tractor oil, petroleum and bitumen later on. In time it will be possible to cover the requirements of the Reich Commissariat Osterland (Eastern Territory) with mineral oils produced by the

(page 27 of original)

Estonian industry so that it will no longer be necessary to import from Germany.

The lack of sufficient and suitable manpower constitutes a great obstacle to the scheduled completion of the planned expansion and development program. It is particularly difficult to obtain the number of trained miners necessary for becoing up production. The company has started to experiment with the use of prisoners-of-war (at present about 1 200 men) in order to fill this gap. Experience shows that if they have adequate food and housing these prisoners are hardly less officient than indigenous labor.

CERTIFICATE OF TRANSLATION

I, D.L. Galewski, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document no. NI-10162.

13 October 1947

D.L.Galowski ETO 34079

END

-5-

TRANSLATION OF DOCUMENT No. 714-6730 OFFICE OF CHUEF OF COUNSEL FOR WAR CRIMES

I. G. FARBENINDUSTRIE AKTIENGESKLLSCHAF .. Inorganic Department

Inorgan! ce Severkusen-I. G. Plant (rubber staget) Legal Dept. Chemicals 15 Sept. 1941 8-9

Director von Heider Salos Combine Chemicals

(two initials)

Frenkfurt/Main

voHo/Sth.

9 Sept. 1941

Dr.Klt./Sty.

13 September 1941

Soda- und Astralkalien-Ost Gesellschaft n.b.H.

Having discussed this matter with Dr. Kushne, who is at present absent on leave, we should like to inform you that we agree on principle to Farten's participation in the Soda und Asizkalien-Ost GomebaHe As to the quota of participation suggested for Farben in the draft of the contract we follow tor Meer's opinion since Farben, considering its great importance in the electrolytical field, will later on exert a corresponding influence beyond its quota anyhow.

The aim of the foundation of the company is not clearly defined in the contract as already stated in the letter of in September from Ludwigshafen, We, however, share the opinion that its task will be not so much the allocation of productica of plants in the Eastern Territories, as the setting in motion and the operation of plants in the East. Consequently the company will have to deal later on principally with technical tasks and for that reason we should also consider it desirable for a technician of chlorine electrolysis to be called in for the further elaboration of the contract.

I.G. FAREENINDUSTRIE AKTIENGSESLLSCHAFT

(rubber stamps:) sgd. ppa. Klebort

sgie by order Bencker

Copies to the members of the Chlorine sub-committee:

Herr Director Dr. Buergin,

Dr. Ffanrmueller Dr. Winnscher,

Lu (Ludwigshafen) Hoo (Hoechst?)

also to:

Herr Director Weber-Andreae,

Ffm (Frankfort/Main)

Herr Director Dr. Ambros # 11 Dr. Wurster

Lu (Ludwigshefen) Lu

Ħ 11 Haofliger 11 Ħ

Bln (Berlin)

B4

Bi

" " Dr. Vorlaender Legal Department Chemicals

Dept. A

Dopt. A III

CERTIFICATE OF TRANSLATION

I, Mona A.M. MACLEOD, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. MI-6730.

> MONA A.M. MACLEOD MEP 38347

TRANSLATION OF DOCUMENT NO.NI-6729 OFFICE OF U. S. CHIEF OF COUNSEL FOR WAR CRIMES.

Copyl

Distribution of the shares in a countersecurity, to be given to the Soda and Aetzalkalien-Ost G.nb.H., as agreed at the neeting of 29 June 1942.

1)	Syndicate Deutscher Sodafabriken Gesenit beschrachtter Haftung in Bernberg		RM	15.000
3)	Syndicate Deutscher Aetznatronfabrike schaft mit beschrachkter Haftung in F		×	15.000
3)	Die Elektrochemische Produkten-Gesell beschraenkter Haftung in Frankfurt /M		*	15,000
4)	I.G. Farbenindustrio Actiongosollscha in Frankfurt/Main	ft	н	25.000
5)	Chomische Fabrik von Hoydon Actienges in Radebeul-Dresden	cllscheft		10.000
6)	Chamische Fabrik Kalk Gesellschaft mi schraenkter Haftung in Koeln	t be-	#	10.000.—
7)	Deutsche Solvay-Worke Aktiengesellsch Bornburg	oft in	π	10.000
3)	Foldmuchle Papier- und Zellstoffwerke gesollschaft in Berlin	Alction-		10.000.—
9)	Th.Goldschmidt Aktiongesellschaft in	Esson	۲	10.000
10)	Kali-Chemie Aktiongosollschaft in Bor Niederschoenoweide	lin-	Ħ	10.000.—
11)	E.Matthes & Wober Aktiengesellschaft Duisburg	in	π	10.000
12)	Sodafabrik Stassfurt Gosellschaft mit schracnkter Haftung in Stassfurt	be-		10.000
		otal	RM	150.000
			#222	==========

Poson, 1 July 1942.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E.PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI -6729.

30 August 1947

DOROTHY E.PLUMMER USFET 482.

I, Dr. Max HGNER; after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

As far as my statement of 15 August 1945 is concerned (written in English) I repeat my former protest made towards other gentlemen. I pointed out already that such part of the statement as refers to the Hermann Goering Works is not in accordance with the facts and that at any rate I was neither authorized nor competent to make such statement.

As to the individual participations of I.G. Farben, t.w. - Francolor, the Eastern Corporations (Ost-Gesellschaften) and Norsk-Hydro, I can say this:

1.) Francolor

D.

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The technicians of I.G. Farben simed at a 51% participation rather than a 50% share as originally contemplated. Their purpose was to counterbalance the position of the president of French corporations which, under the amended French stock corporation law, was enhanced; the president of the corporation (i.e. Francolor) was to be a Franchman. I have not read the new statute myself and I cannot render any opinion as to whether or not it applied to Francolor.

I did not partake in discussions with the French. I was being kept posted by von SCHNITZLER's reports to the Commercial Committee, by reports in the Vorstand meetings at which, according to my recollection, ter MEER also participated, and by the cooperation of the Central Finance Office in carrying through later payments.

2.) As far as the Eastern Corporations are concerned, the initiative originated with the Ministry of Economics (RMM) immediately after the war against Russia was started. A discussion in regard to this took place in the RWM at which, apart from myself, OSTER, BUETEFISCH, AMSROS and SCHNEIDER were present (as to the participants, I may be mistaken). I assisted in making a report of this meeting to the Verstand.

The HAM had not yet passed upon the question of whether the firms participating in the Eastern Corporations, in other words: the private industry, should participate in the Hussian firms; and, if so, to what extent and which individual firms. I, therefore, do not know what I.G. Farben's original purpose was in participating in the Eastern Corporations, aside from suggestions as to parsonnel as requested by the authorities.

I.G. Farben, in the beginning, was concerned with the question which personnel it should offer. I took part in such discussions. We particularly recommended Willibald PASSARGE whom I took a personal interest in after the Nazi Party (foreign organization) had enforced his dismissal from our sales organization in Paris. I wanted to give him a job within my organization. Berlin NW-7. He was appointed one of the three managers of Chemie Ost G.m.b.H. We also offered the agronomist Dr. Otto SCHILLER and also Dr. PRENTZEL and Guenther SCHILLER who, as far as I know, were with the armed forces.

Mr. Wilhelm Rudolf MANN, at that time formed a Committee-Russia (Russland Ausschuss). I was also a member of said Committee and occasionally took part in its meetings. Within the framework of my organization I.G. Farben-Berlin NW 7, I had, as part of the economico-political department (Wipe), a liaison office East (Verbindungstelle Ost - TERHAAR and de HASS) which was at the disposal of Mr. MANN in his capacity as Chairman of the Committee-Russia. The Committee-Bussia was working under the direct instructions of Mr. MANN. Though these gentlemen had jurisdiction, essential questions

TRANSLATION OF DOCUMENT NO. NI-6348

were also reported upon in the Mail Discussion Meetings. I saw to it that all questions concerning Russia arising within the framework of my organization were assigned by the competent I.G. Farben organization to Igerussko and to the Committee-Russia.

As to I.G. Farben's participation in Russian enterprises, I can state (with the reservation that my memory may be fallacious) that I.G. Farben took the following attitude: If the German chemical industry took part in the development of the chemical industry in occupied

(Page 2 of original)

Russia, I.G. Farben stressed that it did not want to be sidetracked. It was a general principle of I.G. Farben to show a reserved attitude as to all new investments since each new investment meant an undesirable enhancement of the concern. It is true that in the course of the last years for many reasons, compulsory and otherwise, this principle was ignored.

3.) As to the Norwegian plant Norsk-Hydro, I.G. Farben, soon after the fall of Norway, received an SOS from this firm since Koppenberg, at the request of the HLM (Reich Air Ministry) wanted to impose on it an unfavorable contract. OSTER thereupon flew to Norway. I.G. Farben itself, as early as before the second World War, wanted to build up a light metal plant with Norsk-Hydro. At that time no agreement was reached. Now, at the request of RLM, I.G. Farben and Norsk-Hydro were willing to start with, and carry through, the production of light metals.

After prolonged negotiations it was resolved that RIM, I.G. Farben and Norsk-Hydro should each take over 1/3 of the newly organized corporation. In order to receive the funds required for its 1/3, Norsk-Hydro was to increase its capital stock. The French stockholders of Norsk-Hydro had no share in the increased capital stock since they needed a license (clearing) for acquiring the new shares, which license the authorities were unwilling to grant. The preemptive rights belonging to the French stockholders who were represented by the French Banque de Paris et des Pays Bas, were purchased from them. At my suggestion the Swedish Banker WALLEMBERG, at that time in Paris, determined their price. All participants agreed to this procedure. It is possible, although I have no exact recollection, that KERSTEM, who worked under me and who died in the meantime, called upon WALLEMBERG, at the request of SCHMITZ, in order to re-negotiate the price of the preemptive rights. I.G. Farben at that time considered it a special favor on its part that through its efforts, a market for the preemptive rights was created. It is possible that other I.G. Farben branches (SCHMITZ) criticized the price.

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As representative of the French shareholders, the Bank de Paris et des Pays Bas was also represented in the Supervisory Board of Norsk-Hydro. I do not know in detail the motives which guided the French bank when it agreed to the increase of the capital stock of Norsk-Hydro by which procedure the French majority interest was reduced to a minority interest. I should say they chose this alternative as the lesser evil and because, in the last analysis, I.G. Farben participated and advised the bank to agree. At least, they wanted I.G. Farben to participate in the building up of the new Norsk-Hydro plant; I think they were afraid that if they objected, RIM would enter into the contract directly with Horsk-Hydro. The bank had relations of long standing with I.G. Farben and it probably felt that such solution, i.e. increasing the capital stock and organizing a new company with I.G. Farben's participation, would be faute de nieux, the best possible solution under the prevailing circumstances.

TRANSLATION OF DOCUMENT NO. NL-6348

When the war started, I.G. Farben held 12% of the capital stock of Norsk-Hydro. I do not include another 12% held by I.G. Chemie Basle since the ties between I.G. Farben and I.G. Chemie Basle were severed in 1940. The RWM in its turn acquired about 12% of old Norsk-Hydro shares in France to counterbalance I.G. Farben's weight. Since the RIM wanted to participate in the light netal plant to be built up by Norsk-Hydro (as outlined above at a rate of 1/3), they wanted to prevent I.G. Farben from outweighing them in the new corporation by the influence which I.G. Farben exerted, through Norsk-Hydro, on Norsk-Hydro's 1/3. As a counterweight, the RWM, through Dresdner Bank, acquired itself about 12% of old Norsk-Hydro shares.

Learning about this purchase was an utterly unpleasant surprise for I.G. Farben. Protracted negotiations started (about the fall of 1941) as to who should definitely hold the shares purchased by the Dresdner Bank. I.G. Farben was afraid (and, in fact, such possibility was clearly indicated by HMM) that influence on Norsk-Hydro would be gained by VAW (United Aluminum Works) which belonged to the Viag Group and which controlled the Bavarian Nitrogen Works. Pressure was exerted on I.G. Farben to grant a magnesium license to VAW; up to that time, such propositions had always been turned down by I.G. Farben. By granting this license, I.G. Farben at least made sure that

(Page 3 of original)

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the newly bought Norsk-Hydro shares were not given to VAW. They were given to the RLM Group so that VAW could not interfere in the nitrogen field.

Originally it was contemplated that the RIM Group should later return its participation one way or the other. But it was not possible to get any clear statement from KOPPENBERG who at that time represented the RIM Group.

I have carefully read each of the three pages of this declaration and have signed then personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under cath that I have given the pure truth to the best of my knowledge and conscience.

Signature of deponent

Sworn to and signed before me this 10th day of April 1947 at Palace of Justice, Nurnberg, Germany, by Dr. Max ILGNER, known to me to be the person making the above affidavit.

Signed: Randolph H. Newman RANDOLPH H. NEWMAN, Attorney U.S. Civilian, B 397712

Office of Chief of Counsel for War Crimes, U.S. War Department

TRANSLATION OF DOCUMENT NO. NI-6348 Cont'd

CERTIFICATE OF TRANSLATION

I, Randolph H. NEWMANN, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-6348.

RANDOLPH H. NEWMAN U. S. Civilian AGO No. B 397712 U.S. War Department

END

-4-

TRANSLATION OF DOCUMENT NO. NI-10728 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Kurt KRUEGER, after having been warned that I will be liable to punishment for making false statements, herewith state the following; under path, voluntarily and without coercion: -

RUSSIA

The purpose of the Eastern Companies (Ostgesellschaften) or Monopoly Companies (Monopolgesellschaften) founded in 1941 was to have the enterprises located in Russia administered through central offices, namely these Eastern or Monopoly Companies. At the beginning of the occupation of Russia the German Government feared a run of various interested German parties which would jump on these firms in order to claim them for themselves. In order to prevent such attempts, companies were formed which were to stand between the German applicants and the Russian factories.

The general German economic policy towards Russia was at that time that the industrial potential found in Russia should be taken into possession in order to utilize it extensively for the German war economy requirements. As far as I know, I.G. Farben was not troubled by any thoughts as to whether or not the German Government was entitled to this, its official policy, but just accepted it as a fact and took up its work in the spheres assigned to it. Herr MANN was chairman of the Russia—Committee established by I.G. Farben at the time. I cannot remember whether he otherwise played any particularly active part with regard to Russia.

The understanding that Russia was to be considered as booty was expressed in the official reports at that time and also in the conduct of the Germans then. I no longer remember the report on the situation submitted to me by Herrn de Haas, an 8 page mimeographed document without a date, starting with the words: "Since the last meeting" and ending: "to control themselves." It does however show the ideas which I and, I suppose, the other members of the I.G. also, had about the conditions at that time.

I can no longer remember any details about the establishment and work of the various Eastern Companies.

I have carefully read this affidavit and personally countersigned it, have made the necessary corrections in my own handwriting and initialled them and herewith declare under oath that in this statement I have told nothing but the truth according to the best of my knowledge and belief.

(signature) Kurt Krueger
Dr. Kurt KRUEGER

Sworn to and signed before me this 9th day of September 1947 at Palace of Justice, Nurnberg, Germany, by DR. KURT

TRANSLATION OF DOCUMENT NO. NI-10728
OFFICE OF CHIEF OF COUNSEL FOR MAR
CRIMES (continued)

KRUEGER, known to me to be the person making the above affidavit.

(signature) Randolph H. Newman

RANDOLPH H. NEW AN, Attorney, U.S.Civilian AGO B397712 Office of Chief of Counsel for War Crimes, U.S.War Dept.

CERTIFICATE OF TRANSLATION

I, D.L. Galewski, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI - 10728.

3 October 1947

D.L.Galewski ETO 34079 MILITARY TRANSLAND
CASE NO. 11 Dook No. 11 V 65

Soughish



INDEX TO DOCUMENT BOOK LXV

COUNT II - SPOLIATION NORWAY.

Document	Description of Document	Page No.
NI-7784	Confidential letter from Farben's Mipo, signed Frank-Fahle and Terhar, to the members of the Vorstand, 8 May 1941, "re: Norway/Farben's suggestions for peace planning" (New Order); said "New Order" attached. Also attached confidential letter from Farben's Berlin NW 7 office, signed Ilgner, to the members of the Vorstand, 15 September 1941, and excerpts from additional suggestions enclosed with said letter.	1
¥I-6089	Excerpt from copy of minutes of Metal Sub-Commission of 16 April 1940: reporting, a.o., on steps to be taken with regard to Norwegian economy.	34
(already in eviden- ce as Pros. Exh.585.	from Wilhelm Moschel (Forben director) 19 October 1940: discussing the planned expansion of production of aluminium and argilla-	36
ce as Pros. Exh. 586	on the Norwegian aluminum plan and	40
	NI-9033 (nlready in eviden- ce as Pros. Exh.585, Doc.Book).	NI-7784 Confidential letter from Farben's Sipo, signed Frank-Fahle and Terhaer, to the members of the Vorstand, 8 May 1941, "re: Norwey/Farben's suggestions for peace planning (New Order); said "New Order" attached. Also attached confidential letter from Farben's Berlin NW 7 office, signed Ilgner, to the members of the Vorstand, 15 September 1941, and excerpts from additional suggestions anclosed with said letter. NI-6089 Excerpt from copy of minutes of Metal Sub-Commission of 16 April 1940: reporting, a.o., on steps to be taken with regard to Norwegian economy. NI-9035 Excerpt: Copy of confidential memo (already from Milhelm Moschel (Farben director) in eviden- 19 October 1940: ce as Pros. discussing the planned expansion of Exh.585, projection of aluminium and argilla-Doc.Book). ceous earth in Norwey, and Farben's participation in such plan (chart not enclosed). NI-8034 Copy of confidential letter from (already farben, signed Buerpin/Moschel, to in eviden- Schmitz, ter neor, and Jeber-Ance as Pros. drane, 23 October 1940: reporting Exh.586 on the Norwegian aluminum plan and Doc.Book). Farben's taking part therein; and setting forth why such participation of Farben's taking part therein; and setting forth why such participation of Farben's taking part therein; and setting forth why such participation of Farben's taking part therein; and setting forth why such participation of Farben's taking part therein; and setting forth why such participation of Farben's taking part therein; and setting forth why such participation of Farben's would be of vital



Exhibit Document __Description_of Document_ No. No. Excerpt from copy of minutes, signed NI-8079 Schmitz/Brueggemann, of Vorstand meeting, 5 February 1941: reporting, a.o., about negotiations with Norsk Hydro concerning crection of a magnesium plant in doroen, and about the request of the Reich Air Ministry to also erect certain other plants ad said location. NI-8144 Copy of minutes of meeting at Reich (clready Air Ministry on 6 February 1941, NI-8144 in eviden- dated 7 February 1941: co as Pros.manufactuing plan for Heroen submitted, and participations of the Exh. 587, Doc. Book). various parties discussed. File note from . yer-Wegelin to NI-8147 Haefliger, Buergin, Moschel, and others, 12 February 1941: reporting on his telephone converand on the necessity to redraft the agreements with Norse Hydro in order to include the Reich participation. Secret Letter from the Reich Air NI-8145 hinister and Commander of the ir Force, signed Ministerial Sirigent Cejke, to Farben, attention Mayer-Wegelin, 27 February 1941; attached thereto copy of file memo, signed Coinc concerning discussion in Reich Air Winistry of 6 February 1941, da-ted 27 February 1941; repertang on the production planned for heroen, and on the proposed participation of Farbon, Norsk Hydro, and Norting (Nordische Aluminium A.G., noting for the Reich government) in the corporation to be organized.

Document No.	Description_of_Document	Page No.
NI-8087	Copy of letter from Farben to the Reich Air Ministry, 22 May 1941: confirming the arrangement with the Reich Air Ministry concerning license fees to be paid to Farben; a.o.; for deliveries made by Nor- disk Lettmetall A/S (the corporation newly organized) to the Armed For- ces.	\$2,
NI-8146	Excerpt: File memo from Mayer-Wege- lin, 30 June 1941: reporting on discussion held in the office of Hansa Leichtmetall A.G. (successor firm to Nordag); and giving, a.o., a summary of all steps taken so fer by Dr. Koppenberg, head of the Government- owned Nordag (now: Hansa); with respect to Norwegian aluminum pro- duction.	54
NI-8038	Contract between Nordisk Lettme- tall A/S and Farben, signed for Farben by Haefliger/Buergin, 1 July 1941/22 September 1941: concerning production, for a 15 years' period, of crypolite and other products at Heroen plant.	57
NI8143	Copy of letter from Farben, signed Buergin/Hrefliger, to the Reich sir Minister and Commander of the Air Force, 8 April 1942; concerning Nordisk bettmetall A/S, and the procuring of the necessary funds for the Heroen plant.	61
NI-8261	Excerpt from copy of minutes of Vorstand meeting, signed Schmitz/ Brueggemann, 2 September 1943: reporting, n.o., about the decision of the Government to discontinue production at Nordisk Lettmetall, in view of damage through enemy action, and about Farben being opposed to such discontinuance.	63

Exhibit

Erhibit	Document	Description of Document	Page No
	NI-8089	Copy of memo for Schmitz, 29 March 1941: concerning, n.o., increase of Norsk Hydro's capital stock.	65
•	NI-10163	Excerpt from Articles of Incorpora- tion of Borsk Hydro (French origi- nal copy), Paris, 1932: Article 15 decling with increase of capi- tal stock.	68
	NI-8086	Copy of note signed Kersten deceased Farben lawyer in Berlin NW 7 office), to Ilgner, 18 March 1941: concerning, a.o., increase of Norsk Hydro's capital stock.	41
	NI-808	File note signed Kersten, 28 March 1941, "Concerning collaboration of the German Industrial Groups in the Light metal Field/Increase of Capi- tal Stock of Norsk. Hydro."	43
	NI-1278	Execrpt from copy of minutes of K.A. meeting, signed von Schnitzler/ Frank-Fahle, 23 September 1941: reporting, a.o., on light metal pro- jects in Norway, and the question of their being financed.	76
	NI-8036	Letter from Bank der Deutschen Luft- fahrt to the Hilitary Commander in France, attention Dr. Langold, 3 September 1941; attached thereto copy of file note, 28 august 1941; concerning pre-amptive rights of Norsk Hydro shareholders.	78
	NI-8449	Excerpt from report of Doutsche Re- visions- und Troubend-Aktiongesell- schoft, Berlin: on audit of Hansa- Loichtmatall A.G. as at December 31, 1941.	81
	NI-2712	Copy of "Statement re: Norsk Hydro, Oslo, and Nordisk Lottmetall, Oslo", signed von Schnitzler, Ilgner, and Bachem (Farben Frokurist), 12 August 1945.	7.4

	Exhibit	Document	Description of Document	Page No
		NI-6348 (already in ovidence as Pros.Exh. Doc.Book).	Affidavit by Ilgner, 10 April 1947: describing, a.ol. Farbon's relationship to Norsk Hydro, and the development that led to the organization of Nordisk Lettmetall A/S.	95
		NI-6762	Affidevit by Oster, 11 April 1947: concerning, e.o., Farben's share holdings in Nersk Hydro.	99
		NI-8582	Affidavit by Farben lawyer Mayer- Jegelin, 4 June 1947: concerning the Norwegian light me- tal project, and the increase of Norsk Hydro's capital stock.	102
>		NI-10640	Decision of French Court (Tribunal of 11 de Premiero Instance du Deplement de la Seine) of 25 May 1540; declaring nil and void a.o., the transfer of pre-emptive rights of Norsk Hydro shares, originally owned by French stock-holders, to German groups.	104
		NI -9360	afficiarit Simther Frank - Falle	109

TRANSLATION OF EXCERPTS BROM DOCUMENT NI-7784 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

ERRATA SHEET

Page 31, paragraph 1, lines 12 - 15 of translation of excerpts of document No. NI-7784 should read:

In the absence of international agreements of this kind, Germany which, possibly, is badly dependent on these products (importance of light metals for the war) would have to put up with these export duties.

Errata sheet prepared by:

JOHN J. HOLL U.S.Civilian AGO No.A-444412

- END -

TRANSLATION OF DOCUMENT No. NI - 7784.
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CHIES

REGISTERED ... STRICTLY CONFIDENTIAL

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, DIVISION OF ECCNOMIC POLICY (WIPO) Berlin, Unter den Linden 78, May. 8, 1941.

To the MEMBERS of the VORSTAND.

Re: Norway Proposals by I. G. in connection with peace plans.

Gentlemen: On behalf of the Business Committee we are forwarding you herewith an outline of a memorandum, which attempts to summarize proposals by I.G. for the shaping of German-Norwegian commercial relations with the major European planned economy in accordance with the directive given by the Business Committee.

Since these suggestions must be submitted as soon as mossible to the competent authorities may we ask that you inform the Division on Economic Policy before the 15th of this month of any opinions which you may have in this matter.

Heil Hitler!

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(Signed) Frank FAFLE - TERHAAR

NORWAY

Prior to the outbreak of the war the position and the potential development of Norway's chemical industry was determined chiefly by the fact that Norway had once been interested in an extremely extended world trade and on the other hand was forced to plan the enlargement of its sources, of raw materials and the increase of its industrial output in order to be able to meet the consequences of the crises of the world trade.

The interest in an extremely extended world trade was the result of the structure and economy of the country. For being self-sufficient in either agriculture or industry, Norway was under the double burden of being compelled to import certain foodstuffs, raw materials (coal and oil) and ready-made goods and to export its surplus production of fish, wood pulp, base metals, etc.; and finally, since the Norwegians have always been a typically seafaring people, it can be easily understood that the principle of free trade has been prevalent among them.

Since the Norwegian economy, because of its structure was entirely dependent upon international trade, it has proved increasingly necessary to plan and bring about an onlargement in its sources of raw materials and an increase in its industrial output.

The following has been planned:

Increase of the agricultural production.
Development of the industry utilizing fish.
Exploitation of water power.
Fromotion of mining production, and
Expension and improvement of the quality of the industrial production.

The events of the war cut short with one blow Norway's international trade relations and led her definitely if only hesitatingly on the road towards increased industrial production described in the said plans which she followed, though hesitatingly, in the beginning.

This increase of industrial output of the country may be considered as a part of the total plan of the New Economic Order, which comprises the entire European centinent. Its nature is so varied and insofar as the chemical industry is concerned so closely interwoven with the interests of other industries that it does not seem advisable to go into details at this point. We should therefore like to limit ourselves in the following to outlining those matters which affect our interests and our proposals connected therewith insofar as they concern relations connected with trade policy and the elimination of difficulties hindering the expert to Norway of our products. It may be said in this connection that the incorporation of Norway into the system of continental

European economy, headed by Germany by severing the former closely interlocking relations in trade policy of Forway and England, by ending the division of Forway's foreign trade among numerous markets, which is contrary to the country's economic structure, will at the same time case the German export situation. The readjustment to German needs resulting from this incorporation is a sign of structural change in the Forwagian economy and foreign trade.

Guided by the above considerations, we should like to make in the following several suggestions concerning the future structure of German-Norwegian trade relations and in this connection give a detailed report of the individual markets in relation to our export interests and formulate our specific proposals resulting therefrom.

PROPOSALS CONCERNING THE FUNDAMENTAL STRUCTURE OF GERMAN-NORWEGIAN TRADE RELATIONS

A. MEASURES AFFECTING TRADE ICLICY

- (1) Formulation of Norwegian foreign exchange and currency provisions so as to safeguard German interests in every respect and prevent Germany from being treated less favorably than other countries.
- German goods are exempt from Foreign Exchange licensing requirements applicable to goods coming from other countries. If, fter the wr, it is necess ry to broaden regulations governing quantitative restrictions of imports into Norway which would have to include German imports as well, satisfactory import ouets for German goods must be secured in connection with which goods which used to be supplied from other countries and particularly from England would have to be secured largely from Germany with due consideration for the necessary equilibrium of the Norwegian balance of payments. This is especially advisable from the point of view of creating a sufficiently great outlet for high-quality substitute materials (e.g., synthetic tenning materials, raw materials for varnishes, artificial fibors, and other synthetic materials). Possible quotes would have to be controlled by German offices.
- (3) Freventien of the raising of the Norwegian tariff rates either as a whole or on important German export articles.
- (4) Examination of the possibility of developing a preferential tariff system in favor of Germany in connection with which the absolute rate of the preferential tariff should forestall any prohibitive effects to the detriment of Germany. The extent of such preferential treatment as compared to third countries should be established by items and should be agreed upon. However, in this connection, considering the generally bearable Norwegian tariff level, a sufficient margin of preference should be secured in part only by increasing the tariff

TRANSLATION OF DOCUMENT No. NI - 7784 COLLID rates for goods from third countries or by introducing new import duties on items which hitherto have been imported (5) Protection against discrimination in connection with certificates of origin, compulsory declaration, registration, and other similar measures. (5) Abolition of provisions, issued by authorities, syndicates, and the like, whenever discrimination against German products in favor of those produced by other countries are inherent therein.

B. QUESTIONS REGARDING THE RIGHT OF SETTLE ENT.

- (1) German nationals should be granted residence permits without any restrictions.
- (2) Work permits should be granted to German nationals in accordance with business requirements at the discretion of German authorities.
- (3) A free right of establishment should be granted, taking into account the pertinent provisions of the trade police and like authorities which are also applicable to Horwegian business enterprises.

C. TAX-FOLICY LEASURES

The establishment of industrial enterprises ("Betriebsstätten") of German firms, within the meaning of the terminology of the double texation agreements concluded by Germany (e.g., branch establishments, manufacturing centers, branches, agencies), as well as the establishment of subsidiaries of German enterprises should not be complicated by tax measures.

This shall be construed to mean:

free of duty.

1. Industrial enterprises .-- (a) Taxation must be limited to the assets set aside for seid industrial enter-prises, including real estate, (as well as) to the profits yielded by them, and to their turn-over.

(b) In taxing such industrial enterprises the latter may not be placed in a more unfavorable position than . other business enterprises in Norway with respect to tax

- classification, rates, or facts of the case.

 (c) Frofits may not be assessed on the basis of balance sheets of the German parent firm, but only on the basis of a percentage of the turn-over of such industrial enterprises. Said percentage should be agreed upon for each individual category or products. In case of dispute a mixed state commission of both countries shall decide. Insofar as profits of industrial enterprises result from the sale of products which are manufactured in Germany, the assessment of such percentage shall cover only the trading profits and not the manufacturing profits.
- 2. Subsidiaries .-- Insofar as taxation of subsidiaries of German enterprises is concerned, the profisions referred

to under 1(a) and (b) shall be applicable accordingly.

As to taxation of profits of such subsidiaries, decisions shall, in principle, be based on the subsidiary's accounting records providing the latter shall be kept in proper order. If the foreign tax authorities prove that profits resulting therefrom are obviously not in proportion to the profits which are yielded by businesses of the same or similar type, profits shall be computed on the basis of a percentage of the subsidiary's turn-over. In this connection, the provisions referred to under 1(c) shall apply accordingly.

DEVELOPMENT AND STATUS OF OUR INTERESTS IN EXPORTING TO NORWAY, ARRANGED ACCORDING TO FIELDS OF SALE, AS WELL AS PARTICULAR PROPOSALS FOR SPECIFIC FIELDS OF PRODUCTION

 DYESTUFFS, AUXILIARY PRODUCTS FOR DYEING PURPOSES, TEXTILE AGENTS

Prior to the war the Norwegian dyestuffs market was supplied exclusively by Germany and Switzerland. In 1913 Germany had 90% and Switzerland 10% of the entire Norwegian dyestuffs business, which amounted to about Hd. 700,000. The trend towards industrialization which was also prevalent in Norway after the World War resulted in an increase of Norwegian consumption of dyestuffs, which in the last two years reached an average of about 1.8 million marks. Germany and Switzerland, however, were (then) no longer the only suppliers of these requirements; products from the U.S.A. and above all from Great Britain were sold in Norway in addition to German and Swiss dyestuffs. The German share in the supplying of Norway with dyestuffs dropped to approximately 80%.

There was no domestic production of dyestuffs in Norway at the beginning of this war. Temporarily, that is from 1931 to 1936, "Norske Tjaerprodukter," which was closely connected with "lorsk Hydro," produced a small amount of dyestuffs. Its production, however, was discontinued pursuant to an agreement concluded in 1936 between Norsk Hydro and I.G. Farbenindustrie, in censideration of an indemnification of 140,000 Norwegian crowns payable in seven yearly installments of 20,000 Norwegian crowns each.

II

We are taking the liberty of making the following suggestions:

- (1) The construction of new plants for the production of dyestuffs and intermediate organic products, as well as the planned resumption of production at the plant operated up to 1936 by "Norske Tjaerprodukter" should, in principle, be subject to licensing.
- (2) Imports of German dyestuffs, auxiliary products for dyeing purposes and textile agents should be duty free. Norwegian imports of said products from other countries should be barred by the introduction of a suitably high protective tariff (at least 30% ad valorem).

(3) A quota and licensing system which might have to be introduced by Norway, should be so devised as to allow dyestuffs auxiliary products for dyeing purposes, and textile agents to be imported into Norway only from Germany.

2. CHELICALS

T

The electrochemical and the electrometallurgical industries, which are based chiefly on the utilization of the abundant water power, are the leading branches of Norway's chemical industry. Among other mineral raw materials which are important in chemical production, Norway has iron by-rites, iron ore, as well as copper, nickel, silver-magnesite, and titanium deposits. In addition, there is a great abundance of timber which is the basis for the important cellulose industry (of Norway). The sulphite waste liquor obtained in this industry serves as basic material for a number of other chemical products.

Among the chemical industrial enterprises, which are to be considered as our competitors, the following should be mentioned:

 Norsk Sprengstoff-Handels A/S, Oslo, as producer of sulphuric acid.

(2) Borregaard A/S, Sarpsborg (carbonization of wood) as producer of methanol

wood), as producer of methanol.

(3) Elektrokemiske Fabrik Vadheim at Vadheim, as producer of Chlorate of potassium and of chlorate of sodium.

(4) Saugbrugsforeningen, Halden, as producer of chlorine.

(5) A/S Toten Cellulosefabrik, Oslo, as producer of chlorine.

(6) Borregaard Konzern, Sarpsborg, as producer of chlorine.

In 1938, the last year under normal conditions, 39.1% of the chemicals needed by Norway was sumplied by Germany, 10.1% by Great Britain, and 25.9% by the rest of continental Europe. The remainder was supplied chiefly by the United States and Argentina. Of the chemicals exported by Norway, Germany in the same year took 6.9%, Great Britain 63.1% and the rest of continental Europe 23.4%.

These statements show that Norway is relatively unimportant as Germany's competitor, whereas our interests in the Norwegian market can be seen from the following export data on chemicals:

1937 about RM. 1.4 millions. 1938 about RM. 1.1 millions. 1939 about RM. 1.9 millions.

This turn-over includes chiefly the fellowing products:

Alcalis.
Organic intermediate products for the explosives industry.
Products for the rubber industry.
Tanning products, and Tannic acids.

TRANSLATION OF DOCUMENT No. NI - 7784

As is known, we are greatly interested in (the field of) magnesium and aluminum production in Norway. We shall take the liberty of reverting to this subject and presenting a special report at an opportune moment since the projects connected therewith have not as yet reached the stage in which it would be possible for us at this time to make special proposals and express requests.

II

Plans for expansion and for new constructions in the field of chemical production had already been made so that it was necessary for us to begin negotiations in order to prevent the carrying out of these plans. Norsk Hydro, e.g., intends to enlarge its carbide plants for production of acetylene derivatives such as acetic acid, solvents, softening agents, etc.

Furthermore, the resumption of operations of plants producing, e.g., formic acid, oxalic acid, anthate, which had formerly been shut down, is being contemplated.

In the attached chart, we give our proposals in regard to our various products. We should like to add the following general remarks:

Although the present output of the Norwegian chemical industry insofar as it affects our interests chiefly serves to supply Norway's own requirements, we should like to express the hope that the further development of the chemical industry in Norway might be undertaken in a way co patible with the interests of the German chemical industry which exports to Norway, and consequently with our own interests.

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	notish of all types and concen- trations.		free of duty, if necessary 2% of the value	triff Ht 7 per 100 kilograms	Described to be supplied ex- clusively by Germany	1 	Y9a	20.
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oid-proof and fire- proof putti- made on note sum silicat	Stones 10.	1	1	ldo ldo		798	500-700 tons

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TRANSLATION OF DOCUMENT No. NI - 7784

3: PHARMACEUTICALS, DENTAL SUPPLIES, CHETICALS FOR PEST CONTROL AND VETERINARY MEDICINAL PRODUCTS "BAYER", SERUMS AND VACCINES "BEHRINGWERKE"

Before the World War Norway did not have a modern pharmaceutical industry. There were only a few producers who were in a position to put on the market products completely finished and ready for marketing which were then commonly used.

Nyegaard & Co., A/S, Oslo (founded in 1874). Koren & Gedde, later on taken over by Nyegaard & Co. (founded in 1881).

Apothekernes Laboratorium A/S (founded in 1903). Hei berg and Heiberg, Inter on Farmakon (founded in 1907).

These firms as well as some small laboratories produced chiefly Galenic preparations, extracts gelatin capsules, etc. As in Denmark, the production of the above-mentioned firms was intended exclusively for the moderate home consumption, the requirements of which it was able to supply almost completely. Hardly any of the pharmaceuticals produced in Forway were exported before the World War. As domestic production met most of the demands there was very little need for imported products. "Bayer" sales in 1913 barely amounted to 100,000 RM.

After the World War these firms begen to produce modern pharmaceutical proparations. No new plants, however, were built. Official Norwegian statistics of 1938 list 7 firms producing pharmaceuticals, which altogether employed 229 men and the total production of which amounted to about 3.4 million Forwegian crowns during the last few years. Special mention must be made of the fact that this figure did not include cod-liver oil for medicinal purposes. In spite of this development the Norwegian pharmaceutical industry for the last 10 years has not been able to meet the domestic requirements to the same extent as before the war. Imports of pharmaceuticals have increased steadily since the World War and during the last few years have amounted to about 3,000,000 crowns. Germany leads in supplying over one-third of the total imports. In 1936 Germany delivered goods prounting to RM. 986,000, in 1938 to RM. 1,499,000, and in 1903 to RM. 1,796,000. England comes next. Her deliveries amounted to one-third of those made by Germany. Denmark is third, having almost the same share as England. This is explained by the large quantities of insulin delivered by her. France and the United States follow immediately. The development of these imports may be seen from the following figures on "Bayer" sales:

1936RM.	
1937	489,000
1938	597,000

Morwegian pharmaceutical exports are not large. In 1937 they amounted to RM. 500,000. These went chiefly to other Scandinavian countries.

TRANSLATION OF DOCUMENT No. NI - 7784

The Norwegian pharmaceutical industry up to the present time has had nothing to show in the way of original production. The domestic producers of specialties in tablet and ampule forms have simply followed the German pattern and produced substitute preparations, which were sold at lower prices the the original German preparations. Furthermore the Norwegian government substant and the domestic industry in the organizing of certain types of production for the supply of the bountry in case of war. Furthermore the Norwegian government issued a number of legal provisions directed exclusively against importation of pharmaceutical products and consequently first of all against German imports.

II

Because of the leading position occupied by the German pharmaceutical industry in relation to the Norwegian imports we consider the realization of the following demands not only as justifiable but also as absolutely necessary especially in connection with the new economic order in Europe.

The Norwegian market shall remain absolutely open to free competition of the German pharmaceutical industry. In dealing with certain important pharmaceuticals produced domestically this free competition should be regulated by collective agreements.

In connection with this general proposal we make the following particular proposals for the reorganization of the Norwegian market:

Certain administrative provisions concerning the pharmaceutical business should be abolished or amended since they hamper the sale of German products. This applies first of all to the strongly restrictive provisions concerning scientific and popular adverting.

The compulsory declaration of pharmaceutical products in Norway which because of its strict regulations is extremely hampering, should be eliminated. The same applies to the restrictive provisions of the Norwegian law governing specialties, which require submitting computation of prices. Furthermore, the high registration duties should be lowered.

To sum up, it would be desirable that all Norwegian provisions concerning imports of German pharmaceuticals, serums, and vaccines conform to German provisions.

German pharmaceuticals should receive the same treatment as the Norwegian products in case of contracts and orders given by the Norwegian authorities and public institutions.

Norwegian law prohibits direct delivery to physicians of pharmaceutical products by the manufacturing firm. Norwegian firms violate this law and deliver directly to the physicians, whereas the German firms are obliged to comply with this law and thereby suffer losses. This disadvantage

TRANSLATION OF DOCUMENT No. NI-7784

should be eliminated.

In Norway physicians! samples may be distributed to physicians only through drug stores, which makes this type of advertisement very difficult. This compulsion of using drug stores as intermediaries which exists only in Norway must be abolished, so that the German firms could distribute semples directly to physicians at their own discretion.

Norway's export must be regulated only by price agreements and market arrangements with Gorman firms in the pharmaceutical industry. In order to secure such collaboration the Norwegian firms, should either form a financial partnership or join a German export organization abroad.

The well-developed Norwegian creatz products industry which sells chiefly imitations of German preparations must be investigated in the interest of German producers of the original article, and articles which are pure imitations should be eliminated from the Norwegian production list.

In the field of human scrums the Norwegian laboratories have initiated production which can survive only because of state subsidies. Arrangements concerning production and sale should be made with the portinent institutes. Germany can easily supply the entire Norwegian demand for these products as well as that for other pharmaceutical specialtics.

The laboratories for the production of serums and vaccines in Norway, Denmark, Sweden, and Finland have to a certain extent pooled their interests. This arrangement was approved by the respective governments. These laboratories and governments have agreed mutually to exchange orders for serums and vaccines and to regrain, in the future, from importing from other countries those serums and vaccines which are produced in one of these four countries.

The cancellation or at least the relaxing of this arrangement is desirable with a view to adjusting the serum and vaccine business to the New Order aimed at by Germany and freeing German imports made in the future from restrictions in this field.

Furthermore an effort should be made in the future to substitute German products for English and American dental supplies.

Agreements regulating price and market conditions should be made with Norwegian manufacturers of dental supplics.

Finally the new relations between Germany and Norway should be so supplemented as to include a provision pursuant to which the organizing of new enterprises in the pharmaceutical industry should not be subject to compulsory licensing in Norway.

4, PHOTOGRAPHIC SUPPLIES ("PHOTOGRAPHIKA")

There is no production a photographic articles in Norway. The entire demand is supplied by imports. We had to fight continuously against strong, Anglo-American and English and Belgian competition. By systematic methods we

were able to beat the English and Belgian competition but we never succeeded in shaking the extremely strong position of the Anglo-American Kodak. The reason for this was that our systematic penetration of the Norwegian market began only in 1926, after the organization of the I.G. Farbenin-dustrie. The sales were stimulated by the fact that generally speaking the market for photographic supplies was considerably expanded. In 1927 our turn-over amounted to RM. 246,000; it could be increased to RM. 740,000 in 1939. This steady increase was interrupted for a short time only in the year 1933 because of the depreciation in the rate of exchange. From that time on and until the beginning of the war the increase continued steadily.

Attempts to regulate the market as far as prices for photoplates, photopsper, and photochemicals are concerned were evident in the mutual agreement concluded by the most important competitors. The international agreements are suspended at the present time; arrangements, however, were made instead, by German exporters, in such a way that German manufacturers concluded agreements for the export of the most essential photographic supplies.

III

For the future development of the business in photographic supplies in Norway it would be desirable to introduce preferential terific for German products in order to eliminate foreign competition. For this purpose tariff rates on films (exceps %-ray films), plates, comeras and photochemicals imported from Germany should be considerably reduced, since the wates in effect up to now hindered our exports. In this respect Danish variff rates might serve as a guide. A comparison of tariff rates shows that a duty of 400 crowns is larged on 100 bag, in borway, while in Danmark the duty is only 70 or 100 crowns; for plates the duty in Norway is 80 crowns. In Danmark 20 crowns; for photochemicals the Norwegian duty is 30% of the value whereas in Danmark it is 2 and 10 crowns, respectively, for each 100 kg.

The existing rates could be maintained in the other foreign countries; and Increase in duty should be considered only for photographic paper and Norsy flims.

Furthermore it is lastiable that provisions which restrict the import of electrical apparatus that you film projectors) should be related. Pursuant to these provisions our DIN constructed narrow-film projectors had to be reconverted in Oslo, since the German make, contrary to that of other countries is not recognized in Norway.

5. AROMATIC SUBSTANCES

I

Norway does not produce any synthetic aromatic substances itself. The demand has been supplied by Germany, Switzerland, Holland, France, and England, among which

TRANSLATION OF DOCUMENT No. NI - 7784

there was stiff competition. Imports (into Norway) were made much more difficult by the high Norwegian tariff on our aromatic substances which amounts to 6.90 crowns per kg. for products under item 75 of the Norwegian tariff. The effect on cheap German synthetic aromatic substances of these particular rates, is especially unfavorable, whereas these same rates are of no significance in the case of expensive French blossom and aromatic-oil extracts.

II

It would be desirable in the interest of the German aromatic-substance industry to lower the tariff which hampers imports so that:

1. The tariff rates applicable to our products may be

reduced to a reasonable level.

2. In connection with items concerning aromatic substances, which include articles of greatly diversified price levels, the specific tariff be so adjusted to the various price groups as to provide a correspondingly lower tariff rate for products of lesser value.

3. On the whole all the above tariffs become preferen-

tial tariffs insofar as Germany is concerned,

Furthermore, the organization of a domestic aromaticsubstance industry should be subject to licensing.

6, ARTIFICIAL SILK AND CELL WOOL

The "Association of German Producers of Artificial Silk" and the professional group "Chemical Production of Fibors" are ordering negotiations with the Reich Ministry of Economic William concerning matters presented with the above-mentioned products.

7. NITROGEN AND NITROGENOUS PRODUCTS

Among the countries important is the production of nitrogen, Norway, considering its size and its demand for nitrogenous factilizers, occupies a special position in that its productions of this commodity is comparatively large. The Norwegian nitrogen industry with its total output of 106,000 tons of nitrogen (90,000 synthetic nitrogen, and 16,000 lime nitrogen) has been developed expressly for export.

The plants for synthetic products of the Narch Eydro had originally used the so-called luminous are process, the development of which is connected with the names of Birkeland-Eyde and of Schonherr. This was the first synthetic process to be used for production purposes by the Norsk Hydro. This process requires a constant supply of large volumes of electric current and may be used only where cheap electric energy is available. During the years 1903 to 1905 Norsk Hydro constructed the first plants in Notodden, which later on were considerably expanded by the building of the plants on the Rjukanfluss (Rjukan River). During the World War the Norsk Hydro plants attained a

yearly production of 25,000 tons of mitrogen which during the years 1926-27 was increased to a maximum production of 30,000 tons of nitrogen.

The progressive development of the Haber-Bosch process and above all the steadily increasing exports of calcium nitrate, which had been produced by us as a means of competing with Chile saltpeter and Norge saltpeter, pushed the sales of the comparable Norge saltpeter more and more into the background. This led Norsk Hydro in 1927 to acquire from us licenses for the Haber-Bosch process and for the manufacture of our nitrogen products, in particular for the manufacture of calcium nitrate. This company made a contract with the I.G., which was to regulate exports of the company's nitrogen products and which was to be binding until 1952. The Rjukan plant was considerably enlarged by expansion of the NH3 installation which produced only hydrogen by electrolysis and new installations for the processing of the NH3 produced in Rjukan were constructed in Eidenger, on the Heroya peninsula in 1928 and 1929. The Norsk Hydro at that Heroya peninsula in 1928 and 1929. The Norsk Hydro at the time expanded its annual output of nitrogen to 80,000 and until 1939 was pledged under the agreement with I.G. not to exceed a 90,000 output of nitrogen. The Birkeland-Eyde plants remained intact and have continued to operate in part up to the present together with the electricitical plants.

During the first few years after the conclusion of the agreement, that is, from 1929 on, Norsk had limited its activity to the production of lime saltpeter, amonia saltpeter, nitric acid, and soda saltpeter for itdustrial purposes, but in subsequent years it also industrials the production of lime-amonia saltpeter, sulpasse of amonia, and mixed fertilizers.

The total annual output of finished products amounted during the last years to about 85,000 tons of nitrogen, of which about 80,000 were fertilizers and the rest mitrogen products for industrial purposes. The day, 9.000 to 10,000 tons of nitrogen fertilizers were sold angually on the Norwegian domestic market, so that about 70,000 tons of nitrogen could be exported. This amount under the terms of our agreement with the Norsk Hydro was sold chiefly through the Nitrogen Syndicate mostly to the Northern markets, Spain, Egypt, and the United States.

Since the outbreak of the war our agreement with Norsk Hydro has been suspended so that from that the Hydro has been selling independently. Lately, that is, after the cessation of hostilities with Norway, the sales of Norwegian products were no longer made directly through Norsk Hydro but pursuant to a special understanding once more—in agreement with the Nitrogen Syndicate. After the war our agreement with Hydro will again be in effect so that we shall have the assurance for the years to come as before that the distribution of the Norwegian nitrogen production will be carried out in accordance with the nitrogen policy which is directed by Germany.

TRANSLATION OF DOCUMENT No. NI 7784

Besides synthetic nitrogen, Norway also produces lime nitrogen in the Odda Smelteverk, which during the last few years amounted to a maximum of 8,000 tons of nitrogen annually. By far the greater part of lime nitrogen, as in the case of synthetic products, was exported, chiefly to Holland and to a lesser extent to Sweden and Denmark.

As is evident from the above, our current close cooperation with the Norsk Hydro is chiefly through the Nitrogen Syndicate. Consequently the future relations between the German and the Norwegian nitrogen industries will be moulded by this organization.

CERTIFICATE

I, Elvira RAPHAEL, AGO No. B-397972, hereby certify that the above is a true copy of Chapter VI, Exhibit No. 6, (Pages 1501 - 1515, incl.) of the printed volume entitled, "Hearings before a Subcommittee of the Committee on Military Affairs, United States Senate, Seventh-ninth Congress, Second Session, pursuant to S. Res. 107 (78th Congress) and S. Res. 146 (79th Congress), authorizing a study of war mobilization problems; Part 10, February 1946, I. G. Farben Exhibits (To accompany Part 7)".

28 September 1947.

ELVIRA RAPHAEL U.S. Civilian AGO No. B-397972



THRNSLATION OF 1

DOCUMENT No. NI - 7784.

OFFICE OF U.S. CHIEF OF COUNSEL FOR

AR CHIMES

!s not:: Pud remainder of the document has not been translated in full; encorpts follow:

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Dr. Hax Ilgner

Translator! - not:

Berlin N. 7, 15 September 1941 Unter den Linden 78

Registered Hail

To the Hembers of the Vorstand.

Strictly Confidential

Chief Engineer's Office To.9598 Received: 19 September 1941 Initial:

(Stammed)

Ref. Norway/Proposals by Farben for Peace Planning.

Gentlemen!

On 8 May 1941 the Political Economy Dent. (Arts-chaftsholitische Abteilung) sent you the draft of a memorandum summarizing Farben's proposals for the shaping of German-Norwegian trade relations in the European economic area in accordance with principles laid fown by the Commercial Committee.

At the meeting of the Commercial Committee held on 4 February 1941, it was agreed with regard to the projects pending in Norway that in the meantime only that part of the work to be done in 'orway should be accomplished which is concerned with direct trade relationships maintained by Germany and other countries with lorway.

Veloced to a great extent, I think that the moment has come to include in the memorandum the wishes and suggestions concerning the enterprises called into life by terms industry and which at present are mainly connected with electric nower, the production of light motals and coal-mining. I enclose a draft outlining the proposals on this subject and request you to a prove their incorporation in the memorandum. In this connection it must be noted that the customs and tax questions dealt with in this draft have been agreed with the Central Tax Department (Zentralsteuerabteilung) and the Legal Department (Juristische Abteilung) of Farben, Frankfurt/Lain.

I should be glad to receive your comments on these proposals - if you intend to make any comments - by 23 inst., so that the Political Leonomy Department can submit the memorandum in its final form to the competent officials. If no reply is received from you by that date, I shall assume that you are in agreement with the proposals.

Heil Fitler!

Initial: illegible.

(Signed) H. Ilgner

(Page 1 of original) ----

Ref .: Norway Memorandum

After contacting the competent sales combines and the Central Tax Department and the Legal Department of Farben, the following suggestions for altering and/or supplementing the memorandum "Peace Planning - Norway" were made:

Introduction_(Page_2)

It is suggested that the 2nd and 3rd paragraphs be altered as follows:

This expansion of the industrial capacity of the country can now be regarded as part of the total planning directed towards the introduction of a New Order of the continental European economic area. It is manifold in its nature and is closely interwoven with the apheres of interest of other industries, especially the German industry. For this reason we have outlined in the following pages not only the extent of our interests in the sphere of relations of pure commercial policy, but also a series of wishes and suggestions relating to participation of Germany in the expansion of Norwegian industry.

Our remarks on the reshaping of relations of pure commercial policy are mainly concerned with the elimination of obstacles which are still in the way of the unhindered export of our products to Norway. It may be added that the German export situation is alleviated by the fact that the inclusion of Norway in the continental European area under German control puts an end to the close relationship formerly existing between Norway and England in the sphere of commercial policy, and eliminates the former disorganized dispersal of its foreign trade over a large number of markets, so that the resulting concentration on German requirements gives the signal for a definitive alteration in the structure of the Norwegian economy and

(Page 2 of original)

the Norwegian foreign trade.

These considerations have led us to submit to you the following series of proposals concerning the principles to be followed in the reorganization of industrial co-operation between Germany and Norway and their mutual trade relationships, followed by a statement of our export interests, listed under sales regions, accompanied by the formulation of our special wishes arising therefrom.

(Page 4 of original)

5) Security against difficulties which might obstruct the export of the products manufactured in the new plants by means of export duties, quotas, etc.

TRANSLATION OF DOCUMENT No. NI - 7784

The investment of such considerable sums in the new Norwegian industries can only be justified on the German side if the main part of the accruing production is really placed mainly at Germany's disposal on favorable terms. An international agreement should consequently be brought about, binding the Norwegian government to refrain from obstructing the exportation of the products manufactured in these new plants through export duties, quotas, etc. It is true that Norway does not at present impose export duties, but they could be introduced at any moment and would then apply also to the products manufactured in the new plants. In the absence of international agreements of this kind, Germany, which - between ourselves - is very badly in need of these products (strategic importance of light metals) would have to put up with these export duties.

(Page 5 of original)

The merging of the power plants to be erected for operating the above-mentioned light metal projects in one or more electricity companies has been envisaged in conferences with the Reich Kommissar for Norway.

As the operation of the light metal plants, which are of vital importance to Germany, depends on the supply of the necessary power at a reasonable price, it is intended to conclude long-term contracts - e.g. for a period of 99 years - between the light metal plants and the electricity companies which are to supply the power. Those contracts are for the purpose of securing the following:

 The power plants will be bound to offer their available power in the first place to the light metal plants.

 The price must not exceed the cost of production plus a limited industrial profit of approximately 10%.

5) There must be no cessation or considerable decrease in the production of power without the consent of the light metal plants. If necessary the light metal plants will be entitled to take over control of the power plants themselves.

Furthermore, the Articles of Incorporation of the power companies must contain a provise to the effect that resolutions relating to the aforementioned points (priority for supplies for the light metal plants, increases in price and cessation of power production) can only be made by a majority having the consent of the German minority participation in the companies.

(Page 6 of original)

In view of the importance of these industries for Germany, it appears necessary to ensure, by means of a state agreement to be concluded between Germany and Norway, that the aforementioned contracts or company rights are not modified to Germany's disadvantage. In_Section_B/ Questions of Right of Domicile_(Page_6) the insertion of a 4th paragraph is suggested, reading as follows:

4) In the Norwegian laws regulating the granting of concessions for the purchase of ground lots and water power, it is provided that companies desiring to receive such concessions must have a Vorstand with a Norwegian majority. It is otherwise left to the discretion of the Norwegian government, according to the law, to ensure, by fixing appropriate terms for concessions, that at loast 51% of the capital of such companies is in Norwegian hands. Efforts should be made to put German Reich nationals or German Reich companies on the same footing as Norwegian nationals or companies in these cases, so that companies receiving a concession for ground lots or water power may also have a Vorstand with a Reich German majority and no objection to a Reich German majority can be raised by the Norwegian government in the concession.

(Page 9 of original)

We add a list of individual wishes in regard to our various products. In this connection, we should like also to add the following:

Even if existing capacities of the Norwegian industry, insofar as they affect our interests, are utilized primarily for home requirements, we should like to say that we expect that the Norwegian chemical industry will not be expanded further without being brought into harmony with the interests of that section of the German chemical industry which exports to Norway - i.e. with our own interests, as has been happening for years in the nitrogen field and lately also in the light metal field. We refer you in this connection the factual report submitted by us in Paragraph 4 of the first section and in Paragraph 7 of the second section, as well as to proposals which we make there.

CERTIFICATE OF TRANSLATION

I, Mona A.W. Maclood, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts from Document No. NI - 7784.

18 September 1947

MONA A M. MAGLEOD MEF 38347

- END -

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-6089 OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES

(cage 1 or original)

REPORT on_the_27th meeting of the Netals Sub-Commission_

in Ber) in on 16 April 1940.

Present: HOSCHEL Chairman Bitterfeld.

MEBRE-ANDREAS (part of the time) Frankfurt/H
LIYER-KUESTER Berlin SCHLECHT uscro0 SIEDLER Griesheim Duisburg KUSS MARVECHE KAYSER Leverkusen Berlin BECK Bitterfeld Bitterfeld LAMG Bitterfeld SUCHY Bitterfeld ZIEGLER Bitterfeld ALTVICKER Bitterfeld EYER

(page 4 of original)

Distribution List:

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Dir. Dr. Kuchne, Leverkusen.

" " Buergin, Bitterfeld.

" " Wurster, Ludwigshafen.

Dir. Heyer-Kuester, Berlin-Halensee.

Dir. Dr. Suchy, Bitterfeld.

" " Lang, Bitterfeld.

" " Beck, "

" " Horalek, Duisburg.

Dr. Schlecht, Oppau

Dr. Siedler, Griesheim.

Nanegement Department Leverkusen.

" Koechst.

Office of the Technical Committee, Frankfurt/M.

Office of the Central Committee,

Dir. Westohal, Berlin.

(page 9 of original)

TRANSLATION OF EXCERPTS FROM DOCULENT NO. NI-6089
OFFICE OF CHIEF OF COUNSEL FOR MAR JRAMES (continued)

In Norway all factories and mining concessions owned by British or French nationals will be sequestrated and the Norwegian economy will be mobilized to work for us. The development of the Norwegian molybdanum deposits is to be started immediately. A discussion about this with KRUPP is to take place on Monday. It is also planned to send German alumina to Norwegian to order to maintain the aluminum foundries there he fall production capacity.

CERTIFICATE OF TRANSLATION

AGC 34079

I, D.L. Galewski, /hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-6089.

20 October 1947

D.L. Galewski AGO 34079

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END

EXCERPT OF TRANSLATION OF DOCUMENT NI-8033 OFFICE OF U.S.CHIEF OF COUNSEL FOR WAR CRIMES.

Confidential

Subject; Aluminum in Norway.

Following on the discussions which were held at Professor Krauch's on 11 October 1940 and which were recorded in the memorandum of 14 October, Director v.d. Bey and the undersigned discussed with Dr. Neukirch in Berlin on 16 October 1940 the details relating to the plan for the expansion of the production of aluminum and alumina in Morway. According to the plan, production is to be brought up to 120,000 tons of aluminum per year. In the meantime Dr. Koppenberg is said to have suggested already the figure of 150,000 tons per year.

The Reich Office for Economic Expansion (Reichsstelle fuer Wirtschaftsausbau) has made provision for three phases of development:

Phase 1) Expansion of existing installations;

- a) In Tyssedal and at other small works an increase of is possible without any great difficulties.
 3,500 tons p.a.
- b) Glomfjord (Haugvik) is to have its production of 9,000 tons increased by 23,000 bringing it up to 32,000 tons of aluminum per annum. (With this increase the available supplies of power will be utilized to the full).

-

During the <u>lst phase</u>, therefore, there shall be an increase of

26,500 tons p.a.

of aluminum.

As regards alumina, during the lst phase 30,000 tons of AlgOz shall be produced yearly at Sauda according to the Podersen procedure based on bauxite. It is planned that for this production use shall be made as far as possible of the existent furnaces for ferro-alloys, namely:

(the last nemed has Soederberg electrodes).

75 000 kilowatts are installed at Sauda at present. After an expansion of the auxiliary plants it will be possible to increase this power-supply to 110 000 KW.

During the let phase, also, the production of alumina at Heréon is to be increased to 25 000 tons annually by Morak Hydro, on a basis of labradorite, this procedure having been developed by Morak Hydro. The disintegration of labradorite takes place with the holp of 45% of nitric acid at a temperature of 60 degrees. The calcium aluminum nitrate is filtered from the silicic acid and precipitated

EXCURPT OF TRANSLATION OF DOCUMENT NI-8033 CONT'D. :

with linestone.

(page 2 of original)

A basic aluminum carbonate is obtained which still contains iron and calcium. This is termed black mud (Schwarzschlamm) and when treated with a dilute caustic soda solution (5%) gives sodium aluminate from which alumina is precipitated by the usual process of stirring. The soda is made basic again with linestone and recycled.

The quantities of cryolite and coke which are required during the 1st phase for the annual increase of 25,500 tons of aluminum must also be built up. Coke is to be procured from Germany, and cryolite may be obtained in Norway as river spar is available there.

Phase 2. For these purposes, use will be made of the Tyin water power for the development of which great proparations have been made, 15,000 tens of iron in all are still lacking. This power station will give 90,000 Kilowatt of constant current and belongs to Horsk Hydro, but has already been seized for aluminum. Very favorable sites for plants are available at Ardal and Farness. The production of-

25,000 tons of aluminum,

and 50,000 tons of alumina (by the Pederson procedure on a bauxite basis)

is planned there.

The power consumption is napped at

62,000 hw for aluminum, and 28,000 " " alumina.

An additional 10,000 tons a year of elumina are to be produced at Hroen on a basis of labradorite during the second phase. It is planned to parry out this production by way of a smelting process which consists of two phases.

Forro-silicate is produced in phase I by the acid process, and in phase II the basic process (basisches Verfahren) yields calcium aluminate slag.

which is treated with a caustic soda solution in the customary way. It is estimated that for the second phase of production 25,000 tons of coke are required, to be supplied by Germany, and one must count on a consumption of 2,000 tons of cryolite.

Phase 3. It is planned to carry out phase 3 at 0sa, to the North East of Tyssedal. The hydraulic power there is said to be similar to that in Tyin and is to be bought by the Morwegian state; but closer investigations must be made.

EXCERPT OF TRANSLATION OF DOCUMENT MI-8033 CONTID.

(page 3 of original)

The production of

25,000 tons aluminum, and 50,000 tons alumine (on a bauxite basis)

is planned here.

An additional 25,000 tons of alumina are planned for this phase at Hergen.

Apart from Osa, the <u>hydraulic power in Bieroja and Wyk may</u> be taken into consideration, and could be used for the production of an additional 10,000 tons of aluminum.

Phase 4. If the Koppenberg plan is carried out, an additional 25-30,000 tons of aluminum could be produced in phase 4. The plant would probably be located at Osa.

As regards the time schedule of these projects, plans are laid for the immediate beginning, as far as possible, of phases 1 and 2, whilst phase 3, however, is only to be developed when the German program have been completed.

Moods in money, materials, and labor are estimated as follows:

	Ospital:		Iron: 65,000 tons		<u>Labor:</u> 6,000		
Phrse 1	93 million RM						
Phase 2	90		Ħ	69,000		6,000	
Phese 3	120		11	85,000	(F 2)	8,000	

approximately
Therefore a capital of/300 million EM in all will be necessary.

Professor Dr. Krauch requests Farben's comments on the subject of a participation in this development and awaits proposals from us regarding the structure of a new company in which Farben can have a controlling interest.

(page 4 of original)

As we heard from Horr Simmet, the manager of the Mineral til Development Company (Mineralcel-Baugesellscheft), as well as from Dr. Neukirch later on, the Reich Marshal has already approved of the Koppenberg plan for the expansion of the aluminum industry, when General Udet submitted the plan to him, and added a note in his own handwriting to the effect that the plan should be carried out as soon as possible. The RIM (Reichsluftfahrtministerium — Reich Air Ministry) has already offered the financial means for the work to be begun without however making any provisions for the future.

EXCHIPT OF TRANSLATION OF DOC. NI- 8033 CONTID.

Koppenberg, together with Simmat, will be in Norway again in the next few days in order to study and discuss the possibilities of developing the sources of power there.

As the undersigned heard from Director Meyer-Kuester, Herr Dithmer of the "Gesellschaft fuer Elektrometallurgie" was invited by Herr Moppenberg to inspect the ferro-silicate furnaces at Sauda in order to give his opinion about adapting them for alumina.

As is evident from the memorandum on the conference of 11th inst., the Reich Institute for Research (RFW), Professor Krauch and Herr Moppenberg are extremely anxious for I.G. Farban to take over the technical cooperation in connection with the execution of the program. Professor Krauch thinks that this is a unique opportunity in I.G. Farban's aluminum field.

(signed): Hoschel.

19 October 1940. Dr.No/Mei.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFLT 432, hereby certify that I am thoroughly conversent with the English and German languages and that the above is a true and correct translation of Document No. NI - 9033.

6 September 1947

DOROTHY E. PLUMBER USFET 432.

(END)

TRANSLATION OF DOCUMENT NO. NI-8034 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. FARBEMINDUSTRIE AKTIEMGESELLSCHAFT, BITTERFELD

23 October 1940

Geheimrat Dr. Herm. SCHMITZ

Berlin - MW 7, Unter den Linden 82

Direktor Dr. F. ter MEER Frankfurt on Main 20, Grueneburgolatz

Direktor E. WIBER - Andreae Frankfurt on Wrin 20, Grueneburgolatz

Strictly confidential Registered.

(Stamp):

Office of Min. - Rat A.D. Dr. Buhl 28 October 1940 answered:

Subject: Aluminum/Norway

Centlemen,

(initial) note: Burgin's initial)

The Reich Marshal has authorized General UDDT to draw on the occupied territories for assist-(initial) ance in securing the German aluminum supply and B General UDEA, in turn, has delegated his author-(Transl's. ity to Director-General Dr. KOPPENBERG. Pursuant to this task, Dr. KOPPENBERG has now suggested a large scale expansion of the Morwegian aluminum production. This sugestion has already been corroved by the Reich Marshal and an order has been issued to carry it into effect as urtent. Accordingly, the lorwegian aluminum production, thich at present amounts to about 40,000 tons per year, is to be increased to 120,000 tons per year, later to 150,000 tons per year, and the necessary lower and elumina capacities are to be constructed. For the accomplishment of this task, Dr. MOPPIN-SURG has contacted Prof. Dr. KRAUCT and has put EURG has contacted Prof. Dr. KRAUGH and has put him in charge of the technical side of the ex-pansion. The Lineral-Cil-Bau-Gesellschaft (Frager: Director SHEAT) is to be the con-struction company. Prop. KRAUGH as well as Dr. HOFPIYEIRG attach importance to Farben's consent to give technical co-operation. It has not yet been decided in detail, what the phases of the building project are to be. A first proposal nade by the specialist on KRAUCH's staff is outlined in the enclosed file note. According to rough estimates on hand, the financing of the whole project, including electric power and clumina, will require about 300 Lillion RM.

> The establishment of a new company for this development is under consideration. Proffessor MRAUCH asks Farben to reveal its intention as to the extent and type of its participation in this project; there is an opportunity here for a participation of preponderant importance, in-volving technical leadership for Parben. Dr.

TRANSLATION OF DCCU ENT NO. NI- 9034 OFFICE OF CRIEF OF COUNSEL FOR MAR ORIMES (continued)

(oage 2 of original)

FOPPETERS too, is said to have agreed to that. Participation by VAN (Associated Aluminum Norks) which would go beyond that is not desired, it appears. For Farben this means an opportunity to gain a decisive influence on the European aluminum production. As the cost of Norwegian water over is so favorable there can be no doubt but that aluminum production in Norway is economically sounder than the present production in Germany. The development of the aluminum industry - with the former brought under the influence of the consuming industry and not harnessed to the public service - this opens up for Farben entirely new possibilities for all products in the manufacture of which electric power is a decisive cost factor.

Decasive participation by Farben in the audinum development by Decome the key factor in Tuben's control of these water works. This step would be of far reaching import for the development of the whole light metal industry field, in which Farben is entitled to leadership by reason of its bioneer work and financial sacrifices.

We do not know the extent to which other firms have already shown an interest in this project; however, we consider it quite possible that the Hermann GOERING Works for instance, will enter the field if Farben does not take the op ortunity offered now. If that happens, yet another large firm would enter the light-metal field.

To would once a sin experience the same situation which emisted after the world war: Griesheim and Letallgesell-sc. aft had built up the whole German alumnum industry before, and especially during, the world war. As a result of the tendency toward socialization, the Leutawerk, the largest foundry, fell to the state and the combine had to restrict itself to 20% of the aluminum production. If another state-owned

(Page 3 of original)

first enters this field, our share would be still further reduced. This first would also be sure to enter the field of makingsium; and in consequence endeavors in future would become scant.

In view of the significance of the entire light-netal field, not only for war but also, and core particularly, for peace developments, and considering the fact that the reduction does not have to compete with natural products, as is the case with rubber and oil, for example, we believe that, just as Griesheim did at an earlier date, Farben should declare this field fully and entirely its zone of interest and decide for participation on a large scale.

The contract with Letallgesellschaft obliges us to act as a combine as regards aluminum production. In this case, a stacked order has been submitted to Farben as such. Considering the financial situation of Metallgesellschaft the latter will be unable to take a 50% participation in

TRANSLATION OF DOCUMENT NO. NI - 8054 * OFFICE OF CHIEF OF COUNSEL FOR MAR CRIMES (continued)

this object. However, for the processing phase, we are strongly interested in including Metallgesellschaft in our crangements for the processing field, alone with Farben's financial help. Considering Letallgesellschaft's strength from a processing angle, the present state of free competition renders it advisable in any case to arrive at useful agree ents.

With repard to aluming production it speeds advisable also to include Neuhausen in the new enterprise, thus bringing the second-largest aluminum producers in Europe into closer co-operation with us. However, the first requirement would be to investigate position taken by our official agencies in regards to a possible participation by Neuhausen.

Furthermore, a participation by Norsk Hydro should be considered since this would considerably facilitate and strengthen the position of the new enterprise in Norway.

As rejerds financial participation, the following line-up might be recommended, for instance:

Farben 55%

Friben 555 Letrligesellschaft 155 Leuhausen 205 Forsk Hydro 105

Should Junkers also desire participation this would have come out of Farben's and Heuhausen's shares.

Since this matter is very urgent, we suggest that you make it the topic of a conference as soon as possible.

Mit deutschem Gruss

- arrendix -

I.G. FARSENINDUSTRIE AKTITNGESTLLSOFAFT

signed: BUTRGIN signed: CSO. L

Copy

CERTIFICATE OF TRAISLATION

I, Hertha KNUTH Civ. No. AGO X O 46 355, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. FI - 9034.

Minutes

of the 24th neeting of the Vorstand on 5 February 1941, at 1500 hours in Berlin M.W. 7, Unter den Linden 78.

All the members of the Vorstand were present.

(page 4 of original)

3) Haynosium / Norway.

Haefliger and Dr. Morschel report on their negotiations with Horsk Hydro in Oslo concerning the erection of a nagnesium plent with a capacity of 10.000 tons at Heroen. It was planned that Farbon should receive a participation of 51%, and Forsk Hydro one of 49%. After the whole agreement system had been built up on the joint erection of a magnesium factory, an order arrived on the last day from Dr. Koppenberg (in his capacity as representative of the Reich Air Ministry (RIM) for the additional erection in Horoom of an aluminum factory with a capacity of 12,000 tons, an alumina plant of 25.000 tons and a cryolite factory of 3-10.000 tons. The entire construction program amounts to approximately 160 million Morwegian crowns. Furthermore, it is to be expected that I.G. will be asked to participate in the founding of an aluminum enterprise in Sanda. After a detailed discussion in which it was emphasized that I.G. has considerable interest in gaining a firm footing in Norway, especially in view of the extensions planned in important hydraulic works there, it was resolved to conduct further negotiations in such a way that we should follow up the Heroen project on the basis of a 515 I.G. participation with a 495 participation for Morsk Hydro, on the understanding, however, that according to the attitude of the authorities in charge we also accord a distribution of 40% to Morsk Hydro, 40% to I.G. and 20% to the Koppenberg groups and that if the worst cane to the worst we would also agree to a settlement with 40% for Morsk Hydro, 30% for I.G. and 30% for Moppenberg. This presupposes that the problem of procuring capital can be solved as far as possible by a loan of Horwogian or other capital in some way which would be acceptable to I.G. I.G. maintains that it has no interest in the Sanda project.

(page 7 of original)

(Signatures): H.Schnitz Dr.Brueggenann. TRANSLATION OF EXCERPT OF DOCUMENT NI-8079
CONTID.

CHRIFTCATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFRE 482, hereby certify that I am thoroughly conversent with the English and German languages and that the above is a true and correct translation of Document No. NI - 3079.

12 September 1947

DOROTHY E. PLUMMER USFET 432.

(EHD)

TRANSLATION OF DOCUMENT NO. NI-8144 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr.11-W/Ed.

Berlin, 7 Febru ry 1941.

Conference

held in the Reich Air Linistry at 16.00 hours on 5 February 1941, concerning the Light Hetal Factory (Leichtmetall-Fabrik) in Heroen.

The following were present:

Ministerialdirektor Cejka)
General-Ingenieur Tschersich) Reich Air Ministry
Regierungsrat Schreiber)

Dr. Konnenberg

Dr. Neukirch Reich Office for Economic Development

Haefliger)
Dr. Loschel) Farben
Dr. Layer-Wegelin)

Dr. "Koppenberg submits the manufacturing plan for Heroen:

6 - 12,000 tons magnesium yearly 10 - 15,000 tons aluminum yearly 25,000 tons argillaceous earth yearly 3,000 tons cryolite yearly

The Heroen site and co-operation with Norsk Hydro were desirable, as current was available there until the completion of the water power scheme in har, although nitrogen production might have to be cut down.

Haefliger explained why Norsk Hydro was to receive a considerable store in this factory: she was transferring the very valuable expansion site of her factory in Herben for the new factory, which meant that she must give up other possible plans for expansion in Herben. She must therefore be given a substantial interest, so that she would support the new factory to be creeted with every means at her disposal.

Cejka asserted, in opposition to this, that it was absolutely necessary for the Reich Air Hinistry, as general ourchaser, to have a share. A participation of 20%, however,

TRANSL .TION OF DOCUMENT NO. NI-3144 CONT'D

was out of the cuestion. At one point he even mentioned a (Page 2 of original)

depend for 51%; but this was rejected. He justified his claim for participation by stating that official participation by the Reich would facilitate the execution and promotion of their plans as for as the local government authorities were concerned. In the end he again referred to the proposal to allocate the shares in the new factory at Heroen to the Reich, Farben and Norsk Hydro in the proportion of one-third to each. For its plans in Norway, the Reich would build up the Nordag, which had already been retablished in Berlin, as a Holding Company, which would represent the Reich participation in the four Norwegian companies to be established. This proposal was finally accepted, after Horr Cojke and Herr Tschersich and given the following assurances:

- 1.) that the Merallgesollschaft will be offered a suitable participation in another aluminum factory in Norway as compensation for the fact that, in suite of the existing earlier contracts with Farban, the Metall-gesollschaft will not receive an interest in the aluminum factory in Heroen.
- that the Norsk Hydro will be offered equivensation for its insignificant participation in Heroen in the form of suitable participation in a nitrogen factory to be erected in another part of Norway.
- 5.) that the Raich is aromated to assign its interest as soon as the necessary cover is assured.
- 4.) that the Reich Air Hinistry will grant temporary credits to Farban for the first financing measures.

Dr. Roppenberg concluded with a few words of special praise for Forben's actiovements hitherto in the field of arangent production, and especially for the promotitude and speed with which Forben had always acted and constructed, without waiting for contracts to be signed. For this reason he would also call upon Forben to the fullest extent in correct out the Norwegian plans and would entrust Dr. Roschel in particular with responsible tasks.

46

TRANSLATION OF DOCUMENT NO. NI-3144 CONT'D

Cojke and Tschersich also expressed their recognition of Farbon's outstanding achievements many times in the course of the meeting.

CERTIFICATE OF TRANSLATION

I, Nona A.H. Maclood, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Decument No. NI-3164.

Honn A.H. Hacleod M.E.P. 39367 U.S.Var Department

9th July 1947

TRANSLATION OF DOCUMENT NO.NI - 8147 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

Frankfurt /Main, 12 February 1941 Dr.M.-W./Ha.

Menorandun.

Subject: Light Metal Plant in Norway,

On Friday, 7 February, I called up Regierungerat Schreiber of the Reich Air Ministry from the office of the Vereinigte Stahlwerke in Berlin, Bellevuestrasse (where we were in conference about Machrodt).

I told him that it had been proposed to ask the gentlemen from Morsk Hydro to Berlin in order to discuss with them the new situation created by the conference with Ministerial director Cjoika on 6 February of the part. In addition to this the contracts which we already had agreed upon with Morsk Hydro must be adapted to the new situation, that is, they must particularly be extended to Mordag which shall take over the Reich holding of one-third.

Regierungerat Schreiber agreed to this proposition. He asked no to writ first for his necessardum of the conference of 6 February, as this would contain the official order of the Reich for the erection of the plant in Norway. He recommended however that I should first have a talk with him concerning the drafts, so that he could use his influence with Nordag in our interest too.

It is expected that I shall call on him in this matter during the week starting 16 February of the year, after having previously arranged an appointment by phone.

(sigmod): Mayor-Wegolin.

Oppios: Director Haefliger
Director Dr. Buergin
Director Dr. Moschel
Director Kraus
Herr Ziegler
Office Dr. Buch
Central Office for Contracts, Ludwigshefen.

CHRIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No.NI-8147.

18 September 1947

DOROTHEA L. GALLWSKI ETO 34079.

(END)

TRANSLATION OF DOCUMENT NO.NI - 8145 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

The Reich Minister for Air and Supreme Commander of the Luftwaffe

File No.66 p.20 No.1195/41(3 II 0) secret

(In reply please quote business reference, date and brief summary of contents)

To the

I.G. Farbenindustrie A.G. attention Dr. Mayer-Wegelin

Berlin W 8, 27 February 1941 Leipzigerstr. 7 Tel, 120047 Tel, Addr.: Reichair Berlin

> (Stamp): Secret!

'l. This is a top secret as laid 'down in Par.88 of the Reich 'Penal Code.

'2. To be transmitted under seal, '
and sent through the post as '
"registered" mail.

'3. To be kept at the consignee's 'own risk under lock and key.

Frankfurt (Main) 20

Gruenoburgplatz.

Ro: Expansion of the Plant in Heroen (Norway).

-1 - Enclosed I forward a copy of a file-note on the conference in the Reich Air Ministry on 6 February 1941 and request that you take note of and confirm reception of same.

By order

signed C.e j k a .

Stamp of the (
Reich Minister for
Air and Supreme
Commander of the
Luftwaffe .
No. 178.

Certified: (signed): Weidling Reich employee.

(Handwritten note):
Fetched personally on 28 February 1941
from the office of the Reich Air Ministry
by Regierungsrat Schreiber.
(signed) Mayer-Wogelin.

(page 2 of original)

The Reich Minister for Air and Supreme Commander of the Luftwaffe. File No.66 p 20 No.1195/41 (3 II C) secret. Berlin W 8, 27 February 1941 Leipzigerstr.7 Tel, 120047 Tel.eddr.: Reichair Berlin.

TRANSLATION OF DOCUMENT NO. NI - 8145 CONT'D.

(In reply please quote business reference, date and brief summary of contents).

(Stamp)

T	Secreti	1
11.	This is a top secret as laid	1
t	down in Per.88 of the Reich	1
1	Penal Code.	1
12.	To be transmitted under seal,	1
1	and sent through the post as	1
1	"registered" nail.	1
13.	To be kept at the consignee's	1
1	own risk under lock and key.	1

Note on a conference with the Antsgruppenchef of the Air Force on 6 February 1941.

Ro: Hordische Aluminium A.G. Horgesium production in Heroen/Norway.

Present: Hin.Dir. Cejka - Air Force Gen.Ing. Tschersich - GL 1 Gen.Dir.Dr. Koppenberg- Fordeg

0

Dir. Haefliger)
Dr. Moschel) I.G. Farbenindustrie A.G.
Dr. Hayer-Wegelin)

Dr. Neukirch - Reich Office for Economic Expansion

RR. Schreiber - Air Force 3 II C.

Gen. Dir.Dr. Moppenberg reports that it is intended to build a plant on the site of the factories of the firm Norsk Hydro -Kynelstof A.S. in Heroen/Morway for the production of 6,000 tons of magnesium, 10.000 tons of alumina and approximately 3,000 tons of cryolite. The production is to be increased later to 10 - 12,000tons of negnesium and 25,000 tons of alumina. The power needed to drive the plant will be provided by the power-plants which are to be set up in licer. Until the power-plants in Moor are ready the firm Norsk-Hydro - Kv. A.S. is to provide current for the new installations, if need be by restraining its production of nitrogen. The total costs of the new investments including those for the expansion of hydraulic power are said to amount to 160 million Morwegian crowns (= 90 million Reichsmark). For the building project a new Norwegian corporation is to be founded. I.G. Farbenindustrie, which had already got into touch with the firm Norsk Hydro-Kv.A.S. concerning a plant for the production of magnesium, has also declared its readiness to perticipate in the new project. With all due regard to the negotiations it had already conducted with Norsk Hy .- Kv . A.S. I.G. Loverkusen feels it must insist on being given control in the expansion of the magnesium and alumina production in Heroen. No objections are made to I.G. Farbenindustrie's being entrusted with the technical execution of the building

(page 3 of original)

TRANSLATION OF DOCUMENT NO.NI - 8145 CONT'D.

project in Heroen together with the Mineralcelbau G.n.b.H. (mineral oil company). The Reich Minister for Air, however, cannot recognize I.G.'s economic control in the corporation which is to be promoted as the expansion of the entire. Morwegian light netal industry including the expansion of hydraulic power has been entrusted to Generaldirektor Dr. Koppenberg by the Reich Marshal and by the Reich Hommisser for the occupied Norwegian territories. The Reich Minister for Air must therefore insist on the Nordag which has been promoted for the purpose of carrying out the expansion of the Norwogian aluminum industry maintaining at least minority rights in the common stock of the corporation which is to be promoted. With all regard to the interests of Norsk Hydro-Kvaelstof A.S. and to those of I.G. it is therefore suggested after a lengthy discussion, that I.G. Farbenindustrie A.G., the Norsk Hydro-Kvaelstof A.S. and the Nordag should each take over 1/3 of the common stock, which probably amounts to some 50 million Morwegian crowns. The representatives of I.G. Farbenindustrie A.G. declare themselves in agreement. They request, however, the support of the Reich Minister for Air in case the Metallgesollschaft A.G. (Motal Corporation) Frankfurt/ Main should lodge claims with respect to the building of the alumina plant in Heroen on account of the agreements it has with I.G. Generaldirektor Dr. Koppenberg assures the representatives of I.G. that he will give then his support in the event of any dis-cussions with the Hetallgesellschaft A.G. and that he will indennify the Metallgesellschaft A.G. if necessary by allowing it a share in the aluminum plants which are to be put up in Sauda /Norway.

Particulars of the plans are being rapidly completed by I.G. so that the building in Heroen can be begun at once. The representatives of I.G. also undertake to inform Norsk Hydro-Kvael-stof A.S. that there is no longer any question of Norsk Hydro-Kvaelstof A.S. having more than a share of 1/3 in the common stock. Until the question of the financing of the building project has been cleared up, it is planned to meet the expenses incurred with temporary credits supplied by the Nordag.

(Typed signature): Cejka.

CERTIFICATE OF TRANSLATION

I, DOROTHY E.PLUMMER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document NI - 8145.

27 September 1947

DOROTHY E.PLUMMER USFET 482.

(EHD)

TRANSLATION OF DOCUMENT NO. VI - 8037 OFFICE OF U.S. CHIE F OF COUNSEL FOR WAR CRIMES. 22 Hay 1941. To the Reich Air Ministry Berlin W8 Leipziger Strasse 7. Your reference: Az. 65 p 20 Nr. 1195/41 (3 II C) geh. Subject: Extension of the Haroen Works (Norway). In the discussion which took place on 22 April 1941 between Ministerialdirektor Ccja, Oberregierungsrat Schreiber, Antsrat Nohr and our Direktor Haefliger and Prokurist Franz, the following arrangement was decided on regarding the licence for magnesium which is coming to us from the Bordisk Lettmetall A.S. (Lettmetall), Oslo - Heroen: The I.G. will in principle receive for all deliveries of magnesium by the Lettmetall the licence fee agreed in the contract of

> 3% up to 10.000 tons per annum, over and above this quantity, an amount to be specially agreed upon

for the duration of the contract of 15 years, i.e. up to the end of 1955. The first 10.000 tons magnesium will be licence free.

- 2.) The fee named under 1) will apply also to the requirements of the Wehrmacht. By Wehrmacht requirements is to be understood the requirements of the German Wehrmacht and its sub-suppliers.
- The Mehrmacht will pay the contractual licence fee arising from its own requirements up to the amount of Ri 2.000.000.—. Licence receipts exceeding this amount are to be refunded by the I.G. to the Rich Air Ministry to the extent of one-half, until the I.G. has accumulated a further amount of RM 1.000.000, so that the I.G. receives out of the Mehrmacht turnover a licence fee to the total amount of

RH 3.000.000 .--

(page 2 of original)

After the receipt of Ri 3.000.000 arising from the Wehrmacht turnover, further incoming licence fees from this turnover in accordance with Nos. 1) and 2) are to be paid by the I.G. to the Reich Air Hinistry in full.

- 4.) The contractual licence fees arising from deliveries to the Civil Sector and to abroad (therefore not Wehrmacht requirements) are retained in full by the I.G. during the period of the contract.
- 5.) The accounting and payment of the amounts to be furnished to the Reich Air Ministry in accordance with No. 3), will be carried out by the I.G., two months after the expiry of the next calendar quarter.
- 6.) The I.G. will bear the construction costs incurred by them by reason of the planning of the magnesium plant Heroen in Bitterfeld out of the licence fees accruing to them put of Wehrmacht requirements, Civil Sector and foreign turnover.

As agreed, we hereby record this arrangement in writing.

Heil Hitler 1.

I.G. FARBEVIN DUSTRIE AXCIENCESELLSCHAFT.

CERTIFICATE OF TRANSLATION

I, ANIE MARTIN, ETO No. 20144, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Document No. NI - 8037.

20 October 1947

ANDE HARTIN

(END)

(Page 2 of original)

Monorandum

Conference held in the office of Hanse-Leichtmetall A.G. on 26 June 1941

1) Name of firm Nordische Aluminium Aktiengesellschaft changed to
Hanca-Leichtmetall A.G.

I asked Dr. Ohoinowski whether the Nordische Aluminium A.G. had changed its name to Hansa-Leichtmetall A.G. or whother the Hansa Leichtmetall A.G. had been established in addition to the Nordische Aluminium Aktiengesellschaft. Dr. Ohoinowski replied that it was only a question of a change in name, made in consideration of the fact that the Norwegian interests were united in the A.S. Nordag, which had in the meantime been established in Oslo, while the Berlin holding company would not be restricted either to aluminum or to a geographical location. For this reason they had chosen a general name which would enable then to operate in every way in the light notal field.

2) Dr. Koppenberg's powers.

In conjunction with Dr. Moschel, Dr. Choinowski asked me for an expert opinion on the extent of Dr. Koppenberg's powers, in view of the fact that VAW was making matters difficult for him in many countries. I was shown a document with the powers of attorney signed partly by Generalluftzeugneister (Air Q.M.) Udot and partly by the Reich Marshal himself. I dictated a short opinion on the subject, but was unable to take a carbon copy with me. I remember the following:

On 8 May 1940 the Reich Marshal wrote to General von Hannecken of the Reich War Ministry (EWM) informing him that the Fuehrer had given orders for the Norwegian aluminum capacities to be reserved for the requirements of the Luftwaffe. In order to eliminate the possibility of a monopoly from the outset, he (the Reich Marshal) thought that it was inexpedient for VAW to have the leadership here again; the extent to which VAW was to be included was to be fixed instead by the Generalluftzeugneister.

(Third Page of original)

On 18 May 1940 the Generalluftzeugmeister appointed Dr. Koppenberg Trustee of the existing Norwegian aluminum factories. This trusteeship was supplemented by suitable powers from the Reich Homnissar for occupied Norwegian territory, Terboven, for each of the six Norwegian aluminum factories separately. These powers are unrestricted.

In June 1940 the powers granted to Dr. Koppenberg for Norway were extended by a letter from Generalluftzeugmeister Udot in the following fields:

 a) Seizure and removal of all available aluminum stocks in Holland, Belgium and unoccupied France,

54 5

TRANSLATION OF EXCEMPTS OF DOC. No. NL-8146 (Cont.)

- b) Seizure of current production of aluminum in occupied France.
- c) Soizure of sources from which aluminum and magnesium can be obtained in unoccupied France and in Switzerland.

It is established in this connection that these powers also extend to the procurement of the necessary raw materials and emxiliaries and the processing of these into semi-finished products.

In June 1940, furthermore, the firm of Junkers was instructed to acquire the light metal stocks seized under the above power of attorney and to distribute them, also to procure in France, Germany, Italy, Switzerland, Hungary, etc., the raw materials necessary to increase production. This assignment given to Messra. Junkers was transferred to Hansa-Leichtmetall A.G. in a letter dated 6 May 1941. to take effect as from 1 May 1941 - and again confirmed to its full extent.

On 20 October 1940, Dr. Koppenborg made a detailed report to the Generalluftreugmeister on the possibilities of doubling and - if possible - tripling the Norwegian aluminum production, particularly by erecting new factories and power plants in various localities for the production of aluminum.

(Fourth Page of original) -

and in Scuda for the production of alumina in particular. This report was submitted to the Reich Marshal, who wrote on it the following comment:

"I approve these plans and expect them to be executed without delay. Goering".

Dr. Kopponberg thereupon received through the Reich Marshall himself on 12 November 1940 the following comprehensive assignment:

- a) the establishment of the company intended to execute the Norwegian plants, to be financed by RIM - LF.
- b) the quadriplication or quintuplication of production in Norway in the following states of expansion: 60,000 90,000 120,000
 150,000 180,000 tons annually. (Dr. Choinowaki informed me
 that the plan for expanding production has in the meantine been
 raised to 24,000 ton annually.)
- c) the utilization of all existing possibilities of shortening the time required for erection.
- d) informing the Reich Marshal in cases where special measures for hastening the end in view are only possible with the Reich Marshal's intervention.
- e) supervision of the execution of plane and production, until released from his assignment.

On the basis of these powers, Dr. Koppenborg and his co-workers adopted far-reaching measures. Reasons of expediency brought about a deviation from the original plans in the production of alumina.

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-8146 (Cont'd)

He decided to utilize the electric power available in Norway for the production of aluminum itself and to transfer part of the alumina production to other countries, for instance, France. His reason for doing this was to lower the cost of transporting the bauxite and to bring the production of alumina as near to the bauxite deposits as possible for the sake of economy. In connection with these plans, Dr. Koppenberg is meeting with resistance from VAW, which disputes

(Fifth Page of original)

his right to work in France and other countries which come into question for the purpose and discredits his authority with the French and Swiss partners of AAC.

On the basis of my examination of the documents I formed the conclusion that all his powers form a complete and indivisible whole and that in particular his powers for the procurement of raw materials in the countries of Helland, Belgium, France and Switzerland are expressly connected with the Norwegian plans, so that Dr. Koppenberg possesses the sole right to work here, too, to the exclusion of VAW (cf. the Reich Marshal's letter to Ceneral Hannocken dated 8 May 1940), unless VAW is expressly brought in by the Generalluftweugneister. As far as the procurement of raw materials is mentioned in the assignment given to Junkors, later Hanso-Leichtmetall A.G., also with regard to Germany, Italy, Hungary "etc.", it is impossible to establish the existence of any exclusive ass. goment from the documents laid before me.

According to information received from Dr. Moschel, Dr. Koppenberg's powers are supplemented, as far as Norway is concerned, by a power of attorney from the Reich Kommissar, according to which Dr. Koppenberg has a general power of attorney in Norway for the entire light notals sphere - i.e. including magnesium and silumin.

As Dr. Choinowski informed me, Dr. Koppenberg is asking the Roich Air Ministry and the Roich War Ministry for a precise definition of his functions as opposed to VAW.

(Sixth Page of original)

(signod) MAYER_WEGELIN

30 June 1941 Dr. MW/Ch

CERTIFICATE OF TRANSLATION

I, MONA A.M. MACLEOD, MEP. No. 38347, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Excerpts from Document No. NL-8146.

> MONA A. M. MACLEOD MEP No. 38347

(END)

TRANSLATION OF DOCUMENT NO.NI - 8038
OFFICE OF U.S. CHIEF OF COUNSEL
FOR MAR CRIMES.

(Namuscript note; illegible owing to condition of photostat).

IVd

Agreement on Cryolite and the Electolysis of Alkalis.

C on tract
between

the Nordisk Lettmetall Aksjeselskap, Oslo, hereinafter called
"Lettmetall" on the one hand

and

the I.G. Farbenindustrie Attiengesellschaft, Frankfurt /Main,
hereinafter called "I.G." - on the other hand.

I.G. possesses a process for, and has gained experience in, the manufacture of artificial cryolite from calcium fluoride by subjecting it to sulphuric acid, absorbing the resultant gaseous fluoride compounds in dilute ammonia and converting the ammonium fluoride solution with alkalis and alumina, and is operating at Oppa, a plant for the production of cryolite by this process.

Furthermore, I.G. possesses patents and experience in the field of caustic soda and chlorine production by the electrolysis of dilute salt solutions, especially by the amalgam process, and is operating a number of plants in accordance with this process.

Lettmetall intends to construct a plant for the production of 3,000 to 4,000 tons of cryolite per annum to start with, at Horoen, and a further plant for the production of approximately 3,000 tons of chlorine per annum in connection with a magnesium electrolysis in accordance with the I.G. process. Lettmetall wishes to make use of the experience gained by I.G. in the construction and operation of such plants for that purpose.

On this premise the following has been agreed by the perties to this contract;

Article 1.

on the conclusion of this contract I.G. shall put at the disposal of the Lettmetall the plans, blueprints, etc., and experience gained in operating such plants necessary for the construction and technical equipment of a plant with a production capacity of 3,000 to 4,000 tons of artificial cryolite per annum and a further plant with a production capacity of 3,000 tons per annum of chlorine produced from salt by the analgan process.

It shall be assumed in the plans, blueprints, etc. for the cryolite plant, supplied by the I.G., that sulphuric acid is made available at Heroen.

of the plants mentioned, which may be in its possession.

The plans, blueprints, etc., for the chloride alimit electralysis shall include methods for the collecting of chlorine in the degree of purity and concentration required for the magnesium plant, (chlorinators [Chlorieror]), they shall include further blueprints for the plant for the evaporation of soda lye to obtain solid caustic soda in the degree of purity required by the textile industry.

Lettmetall shall carry out the construction and the operation of the plants mentioned without delay, on receiving the documents to be supplied by the I.G. in accordance with Article 1.

Article 3.

Lettmetall shall pay to I.G. a total amount of 550,000 Reichsmarks in return for the plans, blueprints, etc., to be transferred to Lettmetall as well as for the processes and technical experience put at its disposal and for the advice given by I.G. Of this sum

- (a) 150.000 RM shall be for the plant for the production of cryolite and
- (b) 400,000 RM for the chlorine-alkali electrolysis .

Of this sum

33 1/3 & shall fall due on the conclusion of the contract 33 1/3 % one year later 33 1/3 % two years later.

(page 3 of original)

The cash expenses of the I.G. for travelling and subsistence incurred by its technical engineers during the construction and operation of the plants shall not be included in this sum, but shall be repaid by Lettmetall to I.G. in accordance with a special agreement.

TRANSLATION OF DOCUMENT NO.NI - 9039 CONT.D.

Article 4.

The contracting parties shall exchange experience gained in the operation of their plants for the production of artificial cryolite from calcium fluoride or of chlorine and alkalis by the amalgam process for the duration of this contract, and they shall have the right to send their specialists to the equivalent plants of the other contracting party for this purpose, having given due notice and, if necessary, obtained the permission of the competent authorities. Should one of the parties make an invention while this contract is still valid in connection with the manufacture of artificial cryolite from calcium fluoride or in connection with the electrolysis of alkalis by the amalgam process, which represents a noticeable improvement in the processes forming the object of this contract, it shall grant to the other party a license with priority rights for any patents which may have been granted for that invention. For minor improvements which may patented the party concerned shall grant the other a free license.

Apart from that the Lettmetall shall keep the information and experience obtained from I.G. in accordance with the provisions of this contract strictly secret when dealing with third parties.

Article 5.

Lettmetall shall not have the right to expand their plants so as to exceed the annual production capacity of 3,000 to 4,000 tons of cryolite and 8,000 tons of chlorine as laid down by this contract, without the express permission of I.G., special agreements having, if necessary, been made to define the conditions governing such expansion. I.G. shall not, however, refuse its permission for such expansion, and the conditions shall be more favorable than those here laid down, if it is the purpose of such expansion is to meet the requirements of Horwegian plants for the

(page 4 of original)

production of aluminum and magnesium.

If the demand for chlorine needed in Morway for other purposes is so large that the construction of a chlorine alkali electrolysis plant will be considered by a third party, and if, in consequence, the I.G. should decide upon licencing the process of electrolytical production of chlorine which is the object of this contract in Horway, Lettmetall will be entitled first to demand a corresponding enlargement of its facilities.

Article 6.

Lettmetall will first offer its cryolite production not needed for its own aluminum electrolysis to the "Nordische Aluminium Aktiongesellschaft, Berlin (Nordag), to cover the Norwegian aluminum industry's own requirements. Competition between such quantities of Lettmetall's cryolite as one not taken over by the Nordag and the cryolite sold by the I.G. will be avoided by appropriate arrangements between Letmetall and I.G.

TRANSLATION OF DOCUMENT PO.NI - 8038 CONT.D.

To the sale of cryolite, chlorine and caustic soda in any form, the Lettmetall will, for the rest, proceed in agreement with the I.G. and will, if required, subscribe to conventions to which the I.G. is a party. Lettmetall will further make due allowances for such contractual obligations as are binding upon the I.G. with respect to these products (such as market allocation, patent protection, exchange of experimental data). On the other hand the I.G. will undertake appropriately to safeguard the interests of the Lettmetall in concluding such agreements.

-Article 7.

This contract will be concluded for the duration of 15 years, i.e. till the end of 1955, and will automatically be extended for another 2 years at each expiration date, unless notice by registered letter is given 6 months before expiry by one of the contracting parties.

(page 5 of original)

In case of termination of this contract both parties will be entitled to go on using such patents of the other partner's as they may have utilized as long as the contract is valid.

Article 8.

Disputes between the parties arising from this contract and regarding its existence will be settled by arbitration according to the rules contained in the law on legal procedure governing disputes of 13 August 1915, article 32. Oslo city court (Oslo Byrott) will be the court of arbitration according to article 472 of aforesaid law.

Oslo, 22 September 1941.

Nordisk Lottmotall A/S

(Signatures): Hoppe Bjarne Eriksen

Frankfurt /M., 1. July 1941.

I.G. FARBEMINDUSTRIE AKTIENGESTLISCHAFT (Signatures):

Hacfliger

Buergin.

CERTIFICATE OF TRANSLATION .

We, GUILTHER K. WEBER, MTO No. 35268 and LECHARD L. LAWRENCE, MTO No. 20138, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document No. NI - 8038.

20 October 1947,

GUESTHER K.WEBER ETO No. 35268 LEGHARD L.LAWRENCE ETO Mo. 20138.

(BHD)

TRANSLATION OF DOCUMENT NO. NI - 8143 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR ORIMES.

To the Reich Air Minister and Supreme Commander of the Luftwaffe,

Borlin W8

Loipzigerstr. 7.

Your reference number: GL/P 3 Az. 66 p. 20 (GL/F 3 II C).

Subject: Nordisk Lettmotall A/S - Erection of Hereen plant.

We acknowledge receipt of a copy of your letter of 9 March 1942 to Hansa Leichtmetall A.G., according to which no public financial support is granted for the erection of the Heroen plant of Nordisk Lettmetall A.G., and the consideration of a loan, to be granted without interest to the Hansa Leichtmetall A.G. for this purpose, will be made dependent on the required funds being made available by ourselves and Norsk Hydro through a loan without interest.

The three partnership corporations of Mordisk Lettmetall A/S, namely Hansa Leichtmetall A.G., Morsk Hydro and ourselves, must put up the funds required for the erection of the plant at Horcen in equal shares and on equal terms. From this it becomes amounts for at least some considerable time. This alone, however, will not solve the problem excessive costs in this particular case. It was established with universal agreement at the main conference prosided over by Ministerial Director Cejka and attended by Director General Dr. Koppenborg in his capacity of Plenipotentiary General for the consolidation of the light notal industry in Norway, that the enterprise of the Nordisk Lettmetall must rest on a sound oconomic base, so the Morwogian partners would co-operate with all their strength and it would be possible to float the necessary financial loans with the Morwegian Public. These points constitute the main reason why Ministerial Director Cojka asked for the participation of Hansa Leichtmetall A.G., because its influence supplements Farben's technical work and experience, and the local support of Norsk Hydro (procuring the grounds, advancing material, supplying power for transition period, financial aid), and thus constitutes a permanent contribution to the erection of the Heroen plant.

Since the excessive costs in Norway are - as has been ascertained in the meantime - so great as to make all industrial calculation impossible at the outset, even when considering all the requirements of war economy, the need has arisen for alleviating all those additional

(page 2 of original)

expenses which go back to the fact that the Heroen plant must be erected, in the interest of German armount, outside of the German borders, and in spite of all aggravating circumstances, must be

TRANSLATION OF DOCUMENT NI - 8143 CONT*D.

built up with greatest possible speed. It must also be borne in mind that Nordisk Lettmetall A/S, in spite of the Heroen plants being located cutside of Germany, must be considered to be an enterprise under German control, since Hansa Leichtmetall A.G. and we own to thirds of the shares and also control the third stockholder, Norsk Hydro. The second stage of construction, as enviseed at Heroen, is, furthermore, to be carried out by the Harse Leichtmotall A.G. and ourselves alone. Now, if a reduction of capital by the German method is out of the question on account of the location outside Germany, this is nevertheless a purely theoretical reason, and the necessity remains of effecting the seme end - as reached by a reduction of capital - by some other means. This object will not be attained, however, if the Reich grants the Hansa Loichtmotall A.G. a loan from of interest just to finance their 33% share in the project. In our opinion, a distinction must be made between the means placed at the disposal of Hansa Leichtmetall A.G. by the Reich for the purchase and consolidation of their share, and those means provided by the Reich to offset the unavoidable excess costs of the Norwegian projects. Whilst the fermer means serve to develop an industrial enterprise which is Reich property, the latter means are to bridge over the excessive costs in order to put the enterprise on a sound economic basis. It is a matter of justice to have those neans made available to every one, according to their share, who are furthering this armament task with all their power.

For these reasons we applied for a loan without interest which shall - independently of the raising of the capital share by the Hansa Leichtmetall A.G. - after all, benefit Nordisk Lettmetall's enterprise. This does not exclude the possibility of this loan being granted (as a protection against the unjustified enrichment of Norwegian parties) on the basis of a premissory certificate (Besserungsschein) and by way of the German stockholders, who would have to draw up correspondingly secured sub-contracts with the Norwegian partners.

Another way of alloviating the excessive costs night be to nake a proportionate increase in the price of all light netal to be produced at Heroen. We fear however that difficulties with the legal regulation of prices will be encountered.

We shall approach you in the near future with a request for further discussion on the above case.

. A copy of this letter has been forwarded to Hansa Leichtmetall A.G.

Heil Hitler 1

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(signed) Buergin

Haefliger

CERTIFICATE OF TRANSLATION

I, MONA A.M. MACLEOD, MEP 3.517, hereby certify that I am theroughly conversent with the English and German languages and that the above is a true and correct translation of the Document NI - 8143.

18 September 1947

MONA A.M.MACLEOD
MEP 38347.

(END)

62

TRANSLATION OF EXCERPTS OF DOC.NI-8261 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRUINS.

Hinutos

of the 40th meeting of the Verstand held at Gruenovur plats. Frankfurt/Main, at 9.30 a.m. on 2 September 1943.

All the members of the Vorstand were present, with the following exceptions:

Dr. Jacobi Dr. Kuchna.

(page 2 of original)

4) Fordisk Lettmotall A/S, Heroen.

Hoofliger reports the newest development in Mordisk Lettmetall A/S.

In consequence of energy action, the Central Planning Board has decided that work is not go be resumed in the Heroen plant and the Hear power plant belonging to it. On learning of this resolution we pointed out to the various authorities the far-reaching consequences involved, and sent a request signed by the German numbers of the Aufsichtsrat of Nordisk Lettmetall to the Ministry of Armanents and Munitions, asking it to denotion at least the continuation of work at the Many power plant. The reply, which was signed by Reich Minister Speer himself, however, affirmed the decision to close down the two plants permanently, in spite of the consequences which we had described. In his reply, Reich Minister Speer accuses us of making grave mistakes in drafting the plan, especially with regard to securing the power.

(page 3 of original)
We are at present engaged in collecting evidence to demonstrate that this repreach does not apply to the part of the planning with which we were conserved and for which we are responsible. We were not asked either for our advice or for our opinion with regard to the planning of the light notal program in Scandinavia as a whole.

As a result of this development, cortain difficulties in regard to personnel have arisen in connection with Morsk Hydro and Nordisk Lettmetall. Dr. Ilaner reports on these.

It is decided that Haefliger and Dr. Frank-Fahle are to go to Oslo at the earliest possible date in order to clarify the position there in preparation for a meeting of the Aufsichtsrat to be held in October for the purpose of making a final resolution.

Dr. Ilgner points out that it is possible that Ferben and the Bank der Doutschen Luftfahrt, as German participants helding two-thirds of Nordisk Lettmetall, may find themselves faced with the question of protecting Norsk Hydro - as regards its one-third participation in Nordisk Lettmetall - from financial developments

TRANSLATION OF EXCERPTS OF DOC NO 0201 CONE'D.

which may threaten it, or of affording it the possibility of financial alleviation, as far as this is practicable in the case of Worsk Hydro. It must be remembered that Mersk Hydro has undertaken a participation in Merdisk Lettmetall in present circumstances mainly at our wish and in reliance on Farbur. The total sum invested by Mersk Hydro in Merdisk Lettmetall and the Mear power plant is approximately minety million kroner.

(page 5 of original)

signed H. Schnitz signed Bruoggomean.

CERTIFICATE OF TRANSL'TION.

I, NONA A.M.M.CLEOD, MEP 38347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI - 8261.

9 October 1947

MOYA A.M.MAGLEOD MEP 38347.

(END)

TRANSLATION OF DOCUMENT No. NI-6089 OFFICE OF CHIEF OF COUNSEL FOR VAR CRIMES

Ke/Fro.

Berlin, 29 March 1941.

Handwritten note: Received: 3 April to be filed

Memo for

Herr Geheimrat Schmitz.

Subject: Increase of Capital Stock of Norsk Hydro.

In order to finance its share in the planned magnesium plant in Norway "Nordmetall", Norsk Hydro intends to increase its capital stock by common stock to the value of 50,000,000 Norvegian Kr. to be issued at par and to pay no dividends for two years.

In this transactions it is proposed to utilize the possibility provided by the statutes of Norsk Hydro of suspending the preemptive right of the old stockholders for 43 % of the capital increase, at the same time offering them 57 % of the new shares.

According to the arrangement made with the managements of Norsk Hydro and Nordag it is intended to effect the increase in capital stock as follows:

Norwe- Nordag I.G. Viag I.G. gian Chemie Group in million Norvegian kr.

- 1. Suspending the preemptive
 right, 43 % of the new
 capital stock (or 21,5 millions Norwegian Kronors) will
 be issued, a third each to be
 taken over by a Norwegian group,
 the Nordag and Farben. 7,166 7,166 7,166
- II. 57 % of the increased capital stock (or 28,5 millions Norwegian Kronors) are to be offered to the old stockholders.
 - a) of these, 25 % fall to the I.G./I.G.Chemic group in proportion to the stock previously held by it.
 - b) Viag which under the arrangements with the Dresdner Bank will take over common stock to the value of 10 millions Norwegian Kronors from the French group, is allotted.

3,5625 3,5625

2,85

-2-TRANSLATION OF DOCUMENT No. NI-8089 Cont'd

(page 2 of original)

Norwe- Mordag I.G. Viag I.G. gian Chemie Group

in million Norwegian kr.

c) An attempt is being made to cause the French group which, after selling common stock to the value of 10 million Norwegian Kronors is still holding about 30 % of the present capital stock, to waive its preemptive right. This part of the increased capital stock (8,550,000 Norwegian Kronors) will be taken over by I.G. and Nordag equally.....

(0

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4,275 4,275

d) To the extent that any stockholders other than the French waive their preemptive rights, the resulting new shares will be taken over equally, by the Norwegian group, Nordag and I.G.

Disregarding the items under II d) for which no definite figures can be given, the new capital stock will accordingly be taken over as follows:

Norwegian gr	201	ıρ.		Œ.	E,			S	.N	orw.	Kronors	7,166 m	illion
Nordag								•		11	ti.	11,441	
Forban										n	H-	15:0035	H
Viag	٠	• 17	٠							11	便	2,85	11
I.G. Chemie										11.	11	3,5625	.11

Taking the former ownership ratio into consideration the new aggregate common stock of 150,000,000 Norwegian Kronors will be distributed as follows:

Nordag) proup	
Viag 8.57 %		
The state of the s	34,54	%
I.G. Chemie		

The above list ignores the fact that Viag may claim participation in the exercise of preemptive rights waived by French and other stockholders, which, in accordance with the previous arrangements are to be taken over mainly by Nordag and Farben. In that case the participation intended for Nordag and Ferben in the increased capital stock would have to be reduced in favour of Viag, without however, affecting the aggregate holding of the German group.

TRANSLATION OF DOCUMENT No. NI-8089

(page 3 of original)

Copy to:

Herr Prof. Dr. Krauch
Herr Gehaimrat Dr. Schmitz
Herr Director Dr. ter Meer
Herr Director Dr. Buergin
Herr Director Dr. Haefliger
Herr Director Dr. Oster
Herr Director Meyer-Kuester
Herr Dr. Meyer-Wegelin

Herr Director Dr. Ilgner Herr Director Dr. Erueger Herr Director Dr. Frank-Fahle

Finance-Secretariat

Herr Dr. Moschel, Oslo Herr Director Michle, Berlin.

CERTIFICATE OF TRANSLATION

I, Nona A.M. Nacleod, NEP 34387, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-8089.

29th August 1947

Mone A.M. Macleod, MEP 34387.

67

OFFICE OF CHIEF OF COULSEL FOR WAR CRIMES

HORNEGIAN COMPANY FOR NITROGEN AND

HYDRO-ELECTRIC POWER

ARTICLES OF INCORPORATION

Adopted by the Constitutive General Meeting of 2 December 1905 with the modifications voted

by the Extraordinary General Leetings of 23 Larch 1907, 2 April 1909

8 May 1911, 30 November 1911, 14 November 1919, 26 November 1921,

14 November 1930 and 21 November 1931.

(Handwritten: 30 November 1938 and 18 December 1942)

PARIS

IMPRIMERIE HEL ERLE, PETIT & CO. 2,4,et 4b, Rue de Damiette

1932

(Handwritten note): Lodified Articles of Incorporation.

TRANSLATION OF/DOCUMENT NO. NI-10163
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES (continued)

(page 8 of original)

Preferential right in case of increase in Company's capital.

((3)

(10)

ARTICLE 15

The Company may increase its capital, in one or more amounts, by the issue of new stock, either in cash or in kind.

In the case of an increase in the Company's capital, and provided that Norwegian legislation at the time allows, a preferential right of subscription, on conditions laid down by the Supervisory Board (Counseil d'Administration) is reserved on stock issued at each increase in capital:

1) To the amount of 19.45% *:

To holders of the 1,945 original subscription stock certificates deposited, at the rate of one certificate per Kr. 3,600 of nominal capital:

- a) To first subscribers of the 22,224 preferred shares, numbered 1-22,224;
- shares, numbered 1-22,224; b) To allottees of the 16,568 common shares, numbered 1-16,668.
- 2) To the amount of 25% *:

To holders of the 38,892 bearer "preferred application rights", allotted to the owners of the 22,224 preferred shares, numbered 1-22,224 and of the 16,668 common shares, numbered 1-16,668, representing preferred application rights originally attached to the shares themselves and that in proportion to the number of certificates owned by each.

3) To the amount of 12,5%: To the shareholders.

* Note: The Company is at present (November 1938) in possession of original subscription stock certificates and preferred application rights representing a total preference right to the subscription of 40.83% of the new stock; at each increase in capital, the General Meeting will be called upon to decide on the use of this right (Extraordinary General Leeting of Stockholders held on 28 Fovember 1929, fifth resolution.)

The surplus, amounting to 43.05%, will be placed at the disposal of the Supervisory Board (Conseil d'Aministration) to be invested in the best interests of the company,

TRANSLATION OF/DOCUMENT NO. NI-10163 OFFICE OF CHIEF OF COUNSEL TOR TAR CRIMES

its decision in this respect being subject to the approval of the Aufsichtsrat (Conseil de Surveillance).

(page 9 of original)

These oreferential rights will not be excercised in cases where shares issued for the purpose of increasing capital have to be allotted to third parties in consideration of assets transferred by them to the Company.

Original subscription stock certificates, as well as preferred application rights, can be transferred independently of stock.

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, MEP 38347, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the /Document No. NI-10163.

Exerct of 9 October 1947

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(10)

Mona A. . Macleod NEP 38347

for Director Dr. ILCNER

Increase of Opital Stock for Morak Hydro

Ke/Kach.

18 March 1941

At the conference held in Norway with the Vorstand of the Norsk Hydro the following plan was adopted for financing the Norsk Hydro participation in the Magnesium Plant Norway ("Nordmetall"), which was to be personally convoyed by Herr WALLENBERG to the French group of stock-holders, represented by Messrs. Moreau and Wibratte of the Banque de Paris et des Pays-Bas:

Horsk Hydro has at present a capital stock of

Profesred stock common stock

0

Mominally nEr.

4,500,360.---

This capital stock is to be increased by

Nominally nkr. 50,000,000 .-- ot common stock,

which is to be issued at par, and is to remain for two, possibly three years, without any interest.

The Norwegian laws relating to atock corporations do not normally provide an exclusion of the subscription privilege of the old stock-holders, but Article 15 of the statute of Norsk Hydro contains the provisio that, in case of an increase in crpital stock, 43 % of the subscription privilege can be excluded, whilst 57 p are to be offered to the old stock holders.

During the conference, both the Morwegian and German parties expressed their desire to instead the influence of the Norwegian and German capital participation. In consequence, the possibility of making use of this provision of the statute and of excluding the promptive right was contemplated for 43 % of the cld stockholders. This 45 % = 21.5 million Norwegian Komers would be taken over by a Norwegian group, Nordag, and Ferben, each of them our whire.

In all other cases where the stockholders do not use their promptive right the new stock is to be wivided up in the same proportion. In the event that the French group should not be able to exercise its promptive right, the shares allocated to the French group would not be divided equally between Maidag and Farben.

(Page 2 of original)

The German side is anylous that the French group should not exercise its preamptive right.

The following would be the result for Farben:

Former participation of the Group I.G./ I.G. Chemie (Chemistry)

nKr. 24,949,935,--= 25 %

Telting over the precaptive right as entitled by former participation (57 % of the increase of capital stock)

nKr. 7,125,000,-==

Taking over 43 % of the increase of capital stock with smallenion of the proceptive right of the old stock-holders, at 1/3

nKr. 7.166,668,--

nKr. 39,241,601 .-- = about 26 %

TRANSLATION OF DOCUMENT No. HI-8086 (Cont'd)

In the event of the French group not exercising its preemptive right, taking over the preemptive right of the French shareholders (40% of the total part offered to the shareholders of NKr. 28.5 million) at half part =

5,700.000.---

nKr. 44,941,601.-- = about 30 %

The following will be the result for Nordag:

Taking over 43 % of the increase of capital stock, in the event of the preemptive right of the old shareholders being excluded at 1/3 ≈

nKr. 7,166,666,--= 4.77 %

8.57 %

In the event of the French group not exercising their preemptive right taking over the preemptive right of the French shareholders (40 % of the part offered to shareholders of nKr. 28.5 million) at half part =

nKr. 5,700,000.-- = nKr. 12,866,666.00 =

The Dresdner Bank has negotiated with the Banque de Paris et des Pays-Bas to the effect that the latter will sell to a German group via the Dresdner Bank from the French lot of shares totalling about nKr. 40,000,000.— = 40 % of the present capital, nKr. 10,000,000.— = 10 % of the present capital, the Banque de Paris et des Pays-Bas has agreed to this.

Herr KOPPENBERG is personally of the opinion that this offer should not be referred to again. This however will not be finally decided until a later conference between the Reich Air Ministry and the Reich Ministry of Economy to be held on 28 March 1941.

(Page 3 of original)

The Reich Air Ministry and the Nordag have stated the further wish that the participations of Farben and Nordag in Norsk Hydro should be pooled, to prevent Farben from changing the balance between the German groups Nordag and Farben by the round about way of its larger participation in Norsk Hydro. Farben has consented to this in principle but has stressed the point that, as far as the nitrogen branch is concerned, Farben must retain definite control of the German participation in Norsk Hydro.

(typewritten signature): Korsten

CERTIFICATE OF TRANSLATION

I, NONA A.M. MACLEOD, MEP 38347, hereby certify that I am thoroughly vonversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-8086.

MONA A.M. MACLEOD MEP 38347

- S - (END)

721

TRANSLATION OF DOCUMENT NO.NI - 3088 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRINES.

Berlin, 28 March 1941.

Ko/Ksch.

(handwritten): Received 3 March 1941.

Homorandum for Files

Subject: Collaboration of the German industrial groups in the sphere of light netals / increase of capital of the Norsk Hydro.

A company "Nordisk Lottmotall A/S" is to be founded for the construction of a magnesium factory in Norway in accordance with the orders given to Director General Dr. Koppenberg by the Reich Harshal for the expension of the production of light metals in Norway. I.G., Nordag, and Norsk Hydro will participate with 1/3 each.

The "Nordnetall" is to produce 10.000 tons magnesiwn per year 25.000 tons alumina per year 12.000 tons aluminum per year and 3.000 tons kryolitheper year.

The necessary capital, including the expansion of existing hydraulic power, totals 160.000.000. -- Horwegian crowns.

The Morak Hydro intends to increase its capital with common stock to the value of 50.000.000.— Morwegian crowns in order to finance its share in the "Nordnetall". During the course of the negotiations which were held with the French group of stockholders of Norak Hydro about this, it became known that the Vergasungs-Industric A.G. Vienna (Viag), with the support of the Reich Ministry of Economics (President Kehrl) had established contact with the French through the Dresdner Bank in order to accord an amount of 10.000.000.—

Morwegian crowns from the Morak ATT stock in French possession, the final purpose being to create, by further financial transactions, a German majority in Norsk Hydro.

At the same time the wish of the Vereinigte Aluminium-Werke A.G. Berlin (VAW) became known, to be included in the light notal development in Norway.

In order to clear up those questions a conference took place at the Reich Ministry of Economics on 28 March 1941, in which participated at first:

Dr. Moppenberg as deputy of the Reich Mershal.

Prosident Kehrl) Roich Ministry of Economics Regiorungsrat Schreiber) Roich Air Ministry.

After the conclusion of this preliminary conference Herr Director Nichle *) and Dr. Kersten **) were invited to join, and Dr. Keppenberg

(0)

^{*)} Hordag

TRANSLATION OF DOCUMENT NO. NI - 8088

informed then as follows!

On the basis of a generous suggestion made by President Mehrl, afundamental agreement had been reached to the effect that close collaboration must be established between all the German groups with interests in the aluminum field, and this throughout the whole area of greater German economy. This should be schieved especially in the field of technique, which also includes bauxite and alumina.

(page 2 of original)

Accordingly the VAW would participate as soon as possible in the execution of the project in Norway. The VAW on its part would put experience and personnel at the disposal of the Nordag. The execution of this program would have as a result that special agreements, such as for instance existed between the I.G. and the VAW, would be cancelled and would be replaced by the new overall settlement. President Kehrl's suggestion, set down in writing, was given to Herr Hiehle of the Nordag by Dr. Koppenberg with the instruction that he submit it to rapid examination, and have the same done in the technical field by Dr. Hoschel. I asked Herr Hiehle to inform the I.G. as soon as possible of Herr Kehrl's plan.

As far as the increase of capital stock of Norsk Hydre is concerned, Koppenberg advised that President Kehrl convinced him at the moeting that, on the basis of the negotiations conducted by Dresdner Bank in Paris, there is a possibility to use the envisaged increase of capital of Norsk Hydre for creating a German majority. In his opinion, this possibility should be utilized in the German interest. The discussion based on this directive had the following result:

- 1) The Reich Ministry of Economics and the Reich Air Ministry agree to inform the administration of Morsk Hydro at once that the planned increase of capital amounting to 50.000.000.—Morwegian crowns which is to serve for the financing of Morsk Hydro's share in the "Mordnetall", be arranged immediately. The plans originally pursued by the Dresdner Bank, namely, to combine this increase in capital with the buying back of Morsk Hydro debenture bonds and the conversion of the former common stock into preferred stock, will be put aside.
- 2) The negotiations with the French group which is represented by the Banque de Peris et des Pays-Bas, will be conducted from new on by Dresdner Bank and Ferben jointly.
- 3) The offer, which was made by the French at the request of the Dresdner Bank, to sell 10.000.000.— Norwegian crowns of common stock of the Norsk Hydro to a German group, and which in the meantime has been approved by the Vichy government, is to be utilized. The Viag will be the purchaser of this block. In connection with this Dr. Koppenberg declared that he considered it important to have the Viag included in the proposed pool between the I.G. and the Nordag with regard to the joint possession of Norsk Hydro stock.

TRANSLATION OF DOCUMENT NO.NI - 8088 CONTID.

4) The suggestion is to be made to the French that they sell their stock rights from the increase in capital of the Norsk Hydro to the German group Nordag/I.G.. In so far as the French should intend to use this subscription privilege with frezen dividends from Norway they are to be informed that the Reich Ministry of Economics will create a possibility for the transfer of these frozon dividends to France.

(page 3 of the original)

- 5) The promise given to a Morwegian group, that they should be included to a certain extent in the increase of capital of Morsk Hydre, is to be kept as a matter of principle in order to strengthen the Morwegian interest in the financing of the "Nordnetall".
- The German groups participating will consider possibilities for increasing German influence in the capital of Morsk Hydre to more than 50%, whereas, if the measures outlined above were carried out,it would only amount to about 45%.

(typod signature): Korston.

Distributed to:

Horr Prof. Dr. Krauch

Goh. Rot Dr. Schnitz

Dir.Dr.ter Moor

Dir.Dr. Buergin

Dir. Hoofliger Dir. Dr.Oster Dir. Heyer-Wegelin

Dir.Dr. Ilgner

Dir.Dr. Kruegor

Dir.Dr. Frank-Fahle

Finance office

Horr Dr. Moschol, Oslo

orr Dir. Nichle, Borlin

Herr Dir. Heyer-Kuester.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 432, hereby certify that I am thoroughly conversent with the English and Gorman languages and that the above is a true and correct translation of document No. MI - 8089.

23 September 1947

DOROTHY E. PLUMEER USFET 482.

(E ! D) - 3 -

TRANSLATION OF EXCERPT OF DOC.WI-1278 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIMES.

Rocord

of the 40th Hectin; of the Connercial Committee at 9:30 a.m. Tuceday, 18 Merch 1941, in Berlin FM 7.

Unter den Linden 78.

Porsons present:

Geheimrat Schmitz von Schnitzlor, Chairman Borgwardt Donokor Frank-Fahlo Enoflicer Hansor von Heider llenor Krueger Kuopper Kugler Mann Mucller Oster Otto Torhaar

(Initial): Dr. Eucoper

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(pege 5 of original)

Weiss

Weber-Androne

10) Horwoy.

Dr. Ilimor reports on the light noted projects in Morway which are to be carried out on the basis of the order given to Generaldirekter Koppenberg (Junkers) by the Reich Air Ministry. They concern the erection of 4 to 5 aluminum plants, one magnesium plant, including the manufacture of various by-products and, depending on circumstances, that also of a nitrogen plant utilizing Morwagian hydraulic power (total requirements about 660,000 bilowatt).

The total financial requirements amount to approximately 1 billion Forwagian crowns. Of this 60% will have to be financed in Germany and 40% in Forway, in the course of a period of approximately 5 years. During the negotiations conducted in Forway by Dr. Hamer, in concurrence with Generaldirektor Koppenborg, the result of which in the meantime has been approved by the Reich Air Hinistry, it was agreed that as far as possible the Horwagian market and Horwagian industrial groups should be drawn into the financing possible. For this reason the water power required will be concentrated in a water power corporation, 60% of the capital stock of which will be in Forwagian hands. German interests in manufacturing corporations, which for the most

-1-

As far as the light netal projects, are concerned, I.G. is chiefly interested in plans for a magnesium plant (Nordnetall*) which is to be erected on the plant premises of Morak Hydro at Heroen with an initial annual output of 10,000 tens and which, moreover, is to produce 25,000 tens of alumina, 12,000 tens of aluminum, and 3,000 tens of cryolite per year. The total capital required for this corporation, in which Morak Hydro, Mordag, and I.G. will participate to the extent of one third each, encunts to approximately 120 million Morwegian crowns, or 160 million crowns if the hernessing of the necessary waterpower is included. In the beginning the capital stock will amount to 65 million Morwegian crowns. The German share will be supplied in the meantime by deliveries of machines, etc., using the credits already promised by Morwegian banks. After the provisional capital is paid in, a loan of 20 to 25 million Morwegian crowns is to be raised on the Morwegian market.

to be concentrated in a Morwegian holding company of the Mordag.

In order to finance its share in the magnesium plant, the capital stock of Norsk Hydro must be increased by 50 million crowns, partly excluding the precaptive right of the old stockholders, so that both the Norwegian and the German influence

(page 7 of original)

in Borsk Eydro is strengthened. The French group of stockholders has, on principle, agreed to these plans. It is to be expected that the difficulties which have grisen in this respect from the negotiations of the Dresdoner Bank, will soon be eliminated by nutual agreement.

Dr. Ilener furthermore reports on the continuation of former negotiations with the Morwegian banks which had started as in Paris in 1937/38 already and which aimed at the foundation of a Morwegian industrial financing company. The two big Oslo banks (Christiania Bank og Kreditkasse and Don Morske Creditbank) and the leading Morwegian private bank (Bergens Privatbank) have on principle declared their readiness; the Gorman authorities in question have likewise voiced their approval in the matter. The sales combines are requested to make use of this organization at the appropriate time for the purpose of Gorman-Morwegian industrial financing.

1 Enclosuro.

(0)

Berlin, 21 Merch 1941 signed von Schnitzler signed Frank-Fahle. FF/Bs 40/41

CERTIFICATE OF TRANSLATION

I, DOROTHY E.PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of doc.NI-1278.

15 September 1947.

USFET 482.

- S - (E H D)

TRANSLATION OF DOCUMENT NO.NI - 8036 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR CRIES.

BANK DER DEUTSCHEN LUFTFAHRT AKTIEVGESHLESCHAFT, BERLIN

ACTION DE PARIS.

PARIS 9, 3 rue Scribe Telephone: Opera 95-07 and 50-36 Telegrans: Aerobank Account with Bank of France L 241 Postal credit account PARIS 3086-75.

3 September 1941.

To the Hilitary Commander in France, for attention Kriegsverwaltungsassesser Dr. Hangeld,

Paris.

Your Ref. Dir.W./Hs.

Ref .: Forsk Hydro stock rights.

We refer to enclosed copy of the letter from the Reich Minister of Aviation and Commander-in-Chief of the German Air Force and copy of our memorandum of 28 August 1941 and request you to sanction the purchase by us on account of a consortium consisting of I.G. Farbonindustric A.G. and Leichtmetall Hansa A.G. of the French rights to subscribe for new stock from the capital augmentation of Morsk-Hydro at the rate of 310 francs per right plus costs, payment to be effected by us in Francs, through the Banque de Paris et des Pays Bas, Paris. We accordingly request you to extend this sanction to cover the Bank of Paris et des Pays Bas, Paris.

Heil Hitler!

BANK DER DEUTSCHEI LUFTFAHRT AKTIENGESELLSCHAFT, BERLIN AGERCE DE PARIS.

Signature: Winkler.

(page 2 of original)

Memorandum;

Ref .: Norsk-Hydro stock rights.

The Dresdner Bank has negotiated up to the present;

 Purchase of 60,000 Norsk-Hydro shares from French ownership, including the rights to subscribe for new stock based on these and resulting from the capital augmentation new in progress.

- 2 -TRANSLATION OF IDCUMENT NO. NI - 9036 CONTID. 2. Purchase of the rights to subscribe for the remaining Norsk Hydro stock now in French ownership and original subscription warrants as well as preferred subscription coupons. The transaction described under 1 will continue to be carried out by the Drosdner Bank without any change, payment being offected through the French lean. The transaction described under 2 will be concluded and corried out, with the agreement of all parties - i.e. RMI, RMI, Dresdner Bank, I.G. Farben, Hansa-Leichtmotall - by us on behalf of the interested parties - i.e. I.G. Farben and Hansa-Leichtmetall. The Bengue de Paris et des Pays Bas, Paris, is to be commissioned by us to negotiate the purchase. Payment will be made from our cash deposits to be remitted to Pari-bas. RWI's Generalreferent Kehrl stated in a letter to RII!'s Ministerialrat Cojka on 26 July 1941, in addition to the general ruling laid down above, that "the amounts of foreign currency required for the purchase will be placed at your disposal". At negotiations hitherto conducted by the Dresdner Benk/Dr. Pilder with Peribas, it was thought that the commission to purchase the stock rights should be prefaced by a statement by the party giving the commission to the effect that in consideration of the grave difficulties which existed, the Bank had (page 3 of original) decided to appear as the purchaser of the French-owned stock. The following explanations should be added with reference to the stock rights: Ownership of 15 old shares entitles old stockholders, including French stockholders, to acquire 4 new shares at the nominal price of 180 Herwegian cr. per share. The shareholder also has the alternative, if he does not himself wish to subscribe for new shares, of selling this stock right to interested parties. The main difficulty encountered by French purchasers in subscribing for new stock will, as already mentioned, be the fact that Horwegian cr. will not be available to French purchasers for paying of the stock for which they have subscribed. The question then arises: how far would an agreement between France and Horway with regard to payment alter the situation and enable French stockholders to subscribe and pay for the sheres subscribed. In the negotiations between the Chairman of the Supervisory Board (Verwaltungsrat) of Morsk-Hydro, President Wallenberg Senior, Stockholm, and Dr. Kersten, I.G.Farbon Berlin, the price per stock right was fixed at 310 fr. - 2 -

TRAF LATION OF DOCUMENT PO. NI - 8035 CONTID.

On the basis of the estimated value of stock in the pessession of French stockholders, we may expect from 240,000 to 300,000 stock rights from old stock in French hands. This indicates a probable total of roughly 75 to 95 million francs.

Peris, 28 August 1941 Dir.W./He.

(Initial): W.

CORDIFICATE OF TRANSLATION

I, NOMA A.M.NACLEOD, NEW 38347, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 8036.

20 October 1947.

NOMA A.H.HACLEOD

(EMD)

EXCERPT OF TRAUSLATION OF DOCUMENT MI - 8449 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

Copy Fo. 9

(Stamp):

Secret.

1. This document is a top secret in within the meaning of Paragraph Slingle Reich Penal Code.

2. To be transmitted scaled and inforwarded only a registered mail.

3. To be kept safely under lock and key.

REPORT No. Wa 8760 A

of tho

DEUTSCHE REVISIONS- UND TREUHAID-ARTICHCESELLSCHIFT, BIRLIN,

on the auditing of the annual balance

up to 31 Decamber 1941

of tho

HAMSA LEICHTMETALL A.G., BURLIN.

(page 9 . original)

Mo. VA 3760 Doutscho Revisions- und Trouband-A.G. Borlin Page 9

Appendix

Horsk Hydro Elektrisk Kvaelstof A/S, Oslo.

14. With the completion on 30 June 1941 of the increase of the emital stock of this company which operates a nitrogen plant in Oslo-Fetedden and which, as already mentioned, holds one third of the shares of the Herdisk Lettretall, the majority of the new shares was taken ever by I.G. Ferben and Hansa. The capital of the Norsk Hydre which previously had been 104,300,100 Norwegian crowns was raised to 156.450,060.—
Herwegian crowns. The increase corresponded to the issue of 239,723 new corner shares at a moningly value of 190.—
Herwegian crowns each. First of all 43.05% of these new shares were issued outside the circle of the old stockholders.

EXCERPT OF TRANSLATION OF DOCUMENT NI-8449

41,575 of them were allotted to Hansa. Besides this, the Verstand of Hersk Hydro apportioned to the German group all those shares, which could not be acquired by the former stockholders in the occupied territories (mainly in France). This raised Hansa's portion to a total of 89,355 shares on which 50% was paid. The French stockholders were granted compensations by the German group for not exercising their stock rights. Accordingly, the purchase value of the shares acquired by Hansa worked out as follows:

EM
4.569,436
1.790,078.48
12,175.09
6.371.689.57.

This brings the purchase value to appreximately 120%.

15. According to the reckening of the Brak der Doutschen Luftfehrt (German Aviation Bank) the stock was distributed at the end of 1941 as follows:

(page 10 of original)

Hense Leichtmotell	10,28 %
Bank der Deutschen Luftfahrt (Vieg block of shares which is being held in trust for the Hansa and I.G.Ferben)	11,24 \$
I.G.Farbon	20,97%
I.G. Chamic Basel	10,56 \$
Gornan group total	53,05 %.
20000002	

The balance of 46,95 % is made up mainly of French and Swiss holdings.

The last balance sheet of the Norsk Hydro of 30 June 1961 (prior to the increase of the capital) shows a balance sheet total of approximately 250 million Norwegion crowns, and a profit for 1940/41 of approximately 6,100.000.— Forwegian crowns without a carry over. The distribution of profits provided a 6% (or 8% on 4,5 million crowns preferred stock) dividend. The balance ''--luding profits) is quoted at approximately 128%.

- 3 - EXCERPT OF TRUESL'TION OF DOC.NI-3449
CONT'D.

The appropriate valuation of the new shares acquired by Hense would appear to be the purchasing cost.

CEPTIFIC TOF TRUSLITION

I, DOROTHY E. PLULIER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of except of document No. II-3449.

23 September 1947.

DOROTHY E.PLUMEUR USFET 492.

(EFD)

ERRATA SHEET

Note: The English Copy of document No. NI-2712, was mistakenly labelled:

"TRANSLATION OF DOCUMENT No.NI-2712"

the topright corner on each page should read instead:

COPY OF DOCUMENT No. NI-2712 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Errata sheet prepared by:

JOHN J. BOLL U.S.Civilian AGO.No.A-444412

- END -

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Attention: Mr. Weissbrodt

(0)

Frankfurt on the Main, 12.8.45

Statement re. Norsk Hydro, Oslo and Nordisk Lettmetall, Oslo

Norsk Hydro is connected with the predecessor of I. G., the Bacische Anilin since her foundation (1904 (?)) by license-contracts. Since 1927 I. G. had again a very closed contact with Norsk Hydro, in the technical field; amongst others I. G. is obliged by contract to render to N.H. all technical know-how in the nitrogen field. Since that time I. G. participated with 25% in the N.H.; later on half of it - 12 1/2% were sold to I. G. Chemie and the other 12 1/2% were held by Amnoniakwerk Merseburg, an 100% owned I. G. subsidiary. In the years 1934-39 N.H. repeatedly has approached I. G., in order to obtain the assistance of I. G. in the development of a new fabrication in Norway, in order to use the water power of N.H. In these years, on request of N.H. the following gentlemen of I.G.: Bosch, ter Meer and Wurster were in Norway, in order to study on the spot the possibilities of a new production from the technical and industrial point of view; these visits were partly arranged by Ilgner, who was asked by Aubert and Eriksen to assist Norsk-Hydro to get the technical assistance of I.G. It was a special desire of N.H. to erect a range sium-fabrication, but the capacity provided by N.H. was too grall to be a paying production. Besides that I. G. was already obliged by contracts, not to deliver magnesium to certain markets (f.i. England) and M.H. would have been obliged to fulfil the same obligations, if I. G. would grant her a license on magnesium. For all these reasons, the desire of N.H. to erect a magnesium-plant, could not be fulfilled before the war.

In summer 1940 the ministry of aviation (Goring) ordered the completion of the Norwegian water power and the erection of aluminiumand magnesium-factories. In regard to the aluminium-factories the ministry of avaition approached the Vereinigte-Aluminium-Werks (a subsidiary of the Vereinigte Industrie A.G. (Viag), which was owned by the ministry of finance; but the V.A.W. with the support of the ministry of finance refused. In consequence the ministry of aviation, resp. Goring rendered this order to Koppenberg, the former director general of the Junkers aviation-works, who intended to carry through this order with the help of a new founded corporation, the Nordische Aluminium A.G. (Nordag), Berlin. The capital of this company was 100% owned by the Bank der Deutschen Luftfahrt A.G., Berlin, a subsidiary of the ministry of aviation. In the same time, I. G. got the order by the ministry of aviation, to erect in Norvay a magnesium-factory. I. G. had the same hesitations as the V.A.W., to carry through the project under the provailing circumstances, but she had to follow the order, as she was not backed by a ministry like the V.A.W. As I. G. was always in principle of the opinion, never to produce in a foreign country without having a national partner -the Nordag did this in fact-, I. G.

Page 2 of original

suggested to Ncrsk-Hydro to erect this plant on a 50:50 basis.

N.H. accepted this proposal, as it fulfilled her old desire, even if N.H. naturally would have preferred to do it in peace times. The question of the profitableness in the meantime had improved by two facts: the capacity now was 12,000 to which could be considered as a sound capacity and furthermore the technic of using lightmetals and especially of magnesium had improved to such an extent, that the production would have in peacetime the necessary markets, especially in the northern countries. The discussions on

TRANSLATION OF DOCUMENT NO. NI-2712

OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 2 of original (cont'd.)

this project were conducted on behalf of Norsk Hydro by Aubert (director general of N.H.) Eriksen (chief-counsel), Foss (patentchemist) and Kjelland (leading technician) and on behalf of I.G. by Weber-Androae, Burgin, Haefliger, Mayer-Wegelin (who drafted all the contracts on behalf of the german side) and Buch. When the negotiations between N.H. and I.G. nearly were completed and the license-contracts were already prepared, to be signed, Koppen-borg, who was in the meantime appointed by Goring as "Generalbevollmachtigter" for the whole light metal-field in Norway, intorfered these negotiations and ordered I.G. and Norsk-Hydro together to creet besides the Magnesium-plant an aluminium-factory and a clay-plant; additional to this, he demanded a participation in favour of the Nordag on the new lightmetal-enterprise. Approximately during this time, Ilgner entered these negotiations. Koppenberg had already before this time approached separately the N.H. on behalf of the clay-plant, but N.H. was not willing to accept the conditions of Koppenberg; these conditions later on were changed by the interference of I.G. in a satisfactory way. As far as the participation in the new light-metal enterprise of the Nordag was concerned, Koppenberg resp. the R.L.H. (ministry of eviation) asked in the beginning a higher participation, and it took quite a time, before I.G. succooded in obtaining the consent of the R.L.M. to the proposal of I.G. and Norsk Hydro, that the participation should be 1/3:1/3:1/3.

In the beginning of 1942 the Nordisk Lettmetell A.S., Oslo was founded with a capital of norw. crowns 45 millions; Norsk Hydro, Hensa Leichtmetell and I.G. took a share of n.kr. 15 mill. each. (The Nordag Berlin in the meantime changed her name in Hansa Leichtmetall and founded in Oslo a subsidiery with the name Nordag; this subsidiery company in Norway was created in order to carry through all clay- and aluminium-projects of the former Nordag Berlin in Norway.) As far as I.G. is concerned, the following gentlemen were active in the Lightmetall project of the Nordisk Lettmetall: Bürgin, v.der Bey and Moschel, and a great technical staff from Bitterfeld for the technical side and Haefliger, Ilgner, Kerston and later on Bachem from the commercial, resp. financial side. The legal questions were handled by Buhl, Moyer-Wegelin and Hentze.

The <u>capacities</u> of the various factories to be erected by the <u>Nordisk Lettmetall</u> were as follows:

magnesium 12,000 t p.a. aluminium 10,000 t p.a. clay factory 20,000 t p.a.

Bosides these factories, all auxiliary works had to be erected. The license for the clay-factory was given by N.H., the restly

Page 3 of original

licenses by I.G. The three shareholders of Nordisk Lettmetall (N.H., I.G. and Hansa) declared, that each of them would do the necessary finance for one third at his own. The estimate was about n.kr. 300 millions. As Norsk Hydro did not dispose of sufficient liquid funds in order to finance her 1/3, the company decided, to increase her capital from n. kr. 100 mill. to n.kr. 150 mill. If a general meeting was necessary, there will be have one - even we can't remember

contd.

TRANSLATION OF DOCUMENT NO. NF 2712 (contd. OFFICE CHIEF OF COUNSEL FOR WAR CRIMES

Page 3 of original (cont'd.)

the feat of such a general meeting - as otherwise the increase of capital would not have been legal and also could not have been registered; we want to add in this connection, that the management of N.H. was watching in a very carefull way, that all formal prescriptions were carried according to the old Norwegian law and rules in the most correct way and N.H. was supported in this respect in full by I.G.

According to the by-laws of N.H., the shareholders of N.H., were only entitled in a part of the new shares in the case of an increase of capital and the other part of new sheres had to be placed at the disposition of the management of the company; as to the height of this portion we have no remembrance. In consideration of the 1/3 partnership of N.H. in the new Nordisk Lettmotall and especially in consideration of the fact, that the whole technical assistance as well in the past, as well in the new developments came from Germany, the German authorities were of the opinion, that the German participation in N.H. should be enlarged; on the other side, the Horwegian participation was regarded too small and should be enlarged too; but this was difficult, as there was not yet any strong group of shareholders; I.G. assisted W.H. in this desire. For these reasons the board of Norsk Hydro (styre) decided, that the subscription-rights of those new shares, which were at the disposition of the management of the company, should be exercised by a new Morwogian group to be founded, Hansa-Leichtmetall and I.G. each 1/3, as well in the same way those subscription-rights, which were neither exercised nor sold and consequently fell due to the management of the company, this latter post was indeed a very small ono.

(4.3)

The domand, that the <u>Hansa-Leichtmetall</u> should be a <u>shereholder</u> of Norsk Hydro, was asked by the <u>ministry</u> of <u>aviation</u>; the idea was to hinder, that I.G. would have a greater influence on the Lett-metall by her participation in the Norsk-Hydro - than the Hansa Leichtmetall; therefore the R.L.M. asked in addition to this, that the participation of I.G. never should be greater than the participation of the Hansa in N.H.

Furthermore it was agreed between the management of Norsk-Hydro and the German partners, that the latter should try to buy all subscription-rights from those shareholders, who either couldn't or didn't went to exercise their subscription-rights. Especially the French shareholders of N.H. were in a difficult situation; they were not in the position to exercise their subscription-rights, as there was no clearing between France and Norway to facilitate the necessary payments. This situation was in consequence of the war, that means, in consequence of the measures taken by the German

Page 4 of original

government and in this way the French shareholders acted under this pressure of the situation. Why the French shareholders didn't like the Swiss shareholders Norwegian credits with the Norwegian banks and repaid them later on by the sale of one part of the relatively high quoted shares, we can't remember, but probably the German government didn't give the permission to do so. But besides those French shareholders, which would have liked to exercise their subscription-rights and not to sell, there was an other part, who was willing to sell from the beginning, because

Page 4 of original (cont'd)

these shareholders, after the lost war, were not more willing to invest money in a country, which was also in war and for a warpurpose, or they had not the money to exercise their subscriptionrights. In order to avoid, that the subscription-rights of the French shareholders would fall due without receiving any counter value- and this would be normally the case, as there was no markot-it was understood between the management of Norsk-Hydro and the German shareholders, that a fair offer should be made to the French shareholders. For this purpose Ilgner suggested common negotiations of the president of Norsk Hydro Marcus Wallenberg sen., Generaldirector Eriksen and himself with the Banque de Paris et des Pays Bas in Paris; it was difficult to obtain the consent of the German government especially for the trip of Mr. Hallenberg, but the trip was made. It was the idea that Wallenberg should be somewhat like an arbiter in regard to the German offer to the French shareholders and therefore he negotiated first alone with the Banque do Paris; he was especially qualified to this position, as he was the man, who brought in the French group in the Norsk-Hydro business in 1904; therefore he always was regarded as a special friend and protector of the French shareholders; but Wallenberg agreed that the German offer under the provailing situation was a fair one, besides that, he realized as well -- the management of Norsk Hydro a certain title, that there was a change in the proportion of participation. The French were in the beginning of the foundation of N.H. (1904) a very valuable partner by rendering the deciding financial assistance, but they didn't do anything for the further industrial and especially technical development in the last nearly fourty years; this was done since the early beginning up to the last time only by I. G. I. G. was interested in the first line in the technical development of M.H. from an industrial point of view, but the French group considered her investment in the Norsk-Hydro merely from a capitalistic point of view; this it not meant as a valuation, but only as a statement of fact.

There was one disadvantage more in the whole transaction, that the Hansa-Leichtmetall -a governmental owned shareholder- became a relatively important partner and especially for I. G. this was not agreeable; but this was not to change, as it was an order of the ministry of aviation. However, it was understood between I. G. and Hansa, that Hansa should exercise her influence on N.H. only in respect to the <u>lightmetall</u>-business and that in all other matters, Hansa would keep herself in the background; for this reason Hansa didn't get any seat in the board of Norsk Hydro. Besides that, it was provided, even if not in a definite form, that after the war Hansa would step out of the N.H. and it was understood between

Page 5 of original

Norsk-Hydro and I. G., that the question, who should got the N.H. shares of Hansa, would be arranged comformable.

The Banque de Paris et des Pays-Bas was since old times the representative and trustee of all French N.H. -shareholders and therefore the already mentioned negotiations were carried through by this bank on behalf of the French shareholders; the bank was represented in these negotiations by Mr. Moreau and Wibratte, both being members of the styre of Norsk Hydro and furthermore by the president of the bank, Athalia and by the department director in charge of the Norsk-Hydro business Couture. Besides Wallenberg sen., Eriksen

Page 5 of original (cont'd)

and Ilgner also Kersten of I. G. participated in the negotiations. The offer of I. G. and Hansa was, to buy every subscription-right, which was offered from the French shareholders up to a certain date which was dependent from the date of the capital-increase of Norsk Hydro, at a price which should be fixed commonly by all perties concerned. Besdies that, I. G. and Hansa made a special offer in favour of all French prisoners of war, according to which the date for these P.W.'s was prolonged for two years, if they after their return immediately offered their subscription-rights for sale (of this provision later on a large use was made). After this offer had been discussed by Ir. Wallenberg and the Banque de Paris alone, an other meeting took place, in which all parties participated and finally the Banque de Paris with many changes -especially technical banking questions- accepted the offer. The value of the subscription-right was calculated commonly on the basis of the stock-exchange quotations and all other calculations of profitableness; this value then was fixed by all parties concerned as the purchasing-price. Whether the Banque de Paris discussed this offer, before she accepted it, with the shareholders or whether she had to discuss it, we do not know. In any case, the bank had the power of attorney and she conducted the negotiations -according to her old reputation- with the greatest possible conscientiousness.

In order to do the utmost to satisfy the French shareholders
-independent from the purchase of the subscription-rightsIlgner declared to Eriksen and Rudorf of the Bank der Doutschen
Luftfahrt, that I.G. would be willing to enter after the war
into the discussion, whether it would be possible to satisfy
those French shareholders, who would have liked to exercise their
subscription-rights, but couldn't for transfer reasons, if they
would have again a possibility to pay for the shares after the war.
The idea was to use for this purpose the shares of the Hanse, which
should be at the disposition of Morsk-Hydro and I. G. Eriksen welcomed such a solution very warmly and Rudorf accepted in principle.
-In this place must be mentioned, that Hansa Leichtmetall was
liquidated in 19/3 and the Bank der Doutschen Luftfahrt took over
the perticipations of Hansa in Norsk Hydro and Nordisk Lettmetall.

Already some months before the above mentioned negotiations with the Banquo de Paris took place, <u>Kehrl</u> of the ministry of economics (at that time) had asked <u>Pilder</u> of the board of directors of the <u>Dresdner Bank</u>, to try to buy in <u>Paris old N.H.-shares</u>. Noither I.G. nor Norsk-Hydro had any knowledge of these purchases and we still don't know, from whom and on which conditions Pilder bought these shares (about 10% of the capital of N.H) Kehrl wanted to give

Page 6 of original

these shares to the <u>Vereinigte Aluminium-Werke</u> (V.A.T.), so that in this way, three German firms would have been interested in N.H. Against this intention the ministry of aviation protested very definitely and also for N.H. and I.G. the V.A.T. would not have been an agreeable partner, as V.A.M. and her mother-firm, the <u>Viag</u> not only wanted to get influence in the N.H. on account of lightmetal but also on account of <u>nitrogen</u>, as the Viag owned already nitrogen-factories in Germany. After long negotiations and discussions between the various authorities, the <u>Dresdner Bank sold</u> her 10% of the Norsk Hydro shares to the Hansa-Leichtmetall. I.G.

TRANSLATION OF DOCUME T NO. NI-2712 (cont.) OFFICE CHIMF OF COUNSEL FOR WAR CRIMES

Page 6 of original (cont'd.)

was asked to give a compensation, because V.A.W. renounced to enter the Narak-Hydro; the compensation was, to grant to V.A.W. a license on magnesium, what I.G. had denied for long years; this was now a demand of Kehrl and was a pure extertion. The 105 N.H. shares formed now the basis of the possession of the Hansa Leichtmetall and as I.G. possessed already 12 1/25, I.G. had to wait until Hansa was in the same height and then at the end -after the purchases of the subscription-rights, I.G. and Hansa owned both ca. 21% each. Both I.G. and Hansa made their payments in regard to the new N.H.-shares by the official way of the German-Horwegian clearing, that means they were paid by German experts to Norway.

The distribution of shares of Norsk Hydro before and after the increase of capital may be seen by the following schedule:

	14	forme	rly	n	OW
I.G Bank dor Deut-	- 8	12,5	%	ca.	21 %
Schen Luftfehrt		2			21 %
French-group	CR.	64	%	#	36 \$
Swiss-group (I.G. Chomie).		12,5	3	18	9 %
Norwogian-group	CR.	6	3	#	10 %
Othors (Sweden, Belgium, Holland otc)	on.	5	\$	11	3 %
	-	100	易	****	100 %
			au.	-	*****

The further finance of the Nordisk Lettmetall was made by payments of the three shereholders. I.G. and Hansa either paid through the German-Norwegian-clearing or they paid the counter-value for the German machines, which were delivered to the Lettmotall, to the German firms, which delivered the mechines. All these payments were credited to the shereholders by Lettmetell on a special eccount "Aktionars-Darlehen". In the beginning of 1943 the supervisory board of Nordisk Lettmetell passed a resolution on suggestion of Iligner, to substitute the loens of the shareholders by a longterm loan in the market. The capital should be increased up to nkr. 120 mill. and a debentures-loan should be issued in the name height; this only should be done after the factory of Nordisk Lettmotall in Horoen would have been but in operation, but there was at that time a strong demand for industrial papers, as nobody liked to buy governmental papers (Quisling!). The new shares should be taken at equal parts by the three shareholders and the debentures-loan should be placed besides in the Norwegian in the

Page 7 of original

German market and if possible also in the Swedish and Danish market. The necessary steps for all these measures had been taken already to a large extent, when the factory in Horoen, which was just on the point to be put in operation, was attacked by an air-raid in summer 1943. The German government new ordered the whole factory to be closed down and forbid the reconstruction. Besides that it was ordered, that most of the machines of Lettmetall had to be reexperted to Germany. I.G. and bank of aviation protested, also in the name of N.H., but the decision was not to be changed, even the protests were repeated and in a very urgent way.

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TRANSLATION OF DOCUMENT NO. NI-2712 (cont.) OFFICE CHIEF OF COURSEL FOR WAR CRIMES

Page 7 of original (cont'd.)

It is a matter of fact that the donstruction of factories by order of the government in war-times is much more expensive then constructions in peace-times on the basis of private initiative. I.G. and bank of eviation had tried all the time to get a subvention by the German government to balance these overnayments, but they had not yet succeeded, as the factory was located in a foreign country and the government was not willing to pay subventions for such factories. But when against the will of the three shareholders of Lettmetell after the air-raid the whole factory was closed down by order of the government, the bank of aviation in the name of all three shareholders reopened the negotiations with the government to get the compensation for both the damages by the air-raid and by the order of the government, to close down the whole factory: I.G. assisted in these negotiations with the authorities only from time to time, as she represented the interests of Morsk Hydro, but it was better for I.G. to keep more in the background. After long discussions finally the government agreed, that all damegos should be paid to all three shareholders, but the negotiations, to get the consent of the government, also to pay the compensation to Norsk-Hydro -these were the negotiations, in which particularly the I.G. participated- were the most difficult one; this was the first case, where the Reich was willing to pay a compensation to a foreign firm; the payments which M.H. would get from the Norwegian assurances-companies had to be counted for. But the consent of the German government only has been given in Merch of this year, so that the pryments are not more carried through.

In <u>fall 1943 I.G.</u> and <u>bank of aviation</u> -on request of Norsk Hydro-have declared in written their readiness, to <u>buy from Norsk Hydro-her share</u> in the Nordisk Lettmetall against payment of all costs, if one year after the end of the war, neither the reconstruction of the factory of the Nordisk Lettmetall had started or a respective decision had not yet been made, <u>if Norsk Hydro would ask for</u> it; from this same time all finance still necessary for Lettmetall was exclusively done by I.G. and bank of aviation; Norsk Hydro didn't participate according to his own desire.

As to the management, resp. board of Norsk Hydro and Nordisk Lettmotall the following is to be said:

(1) Norsk Hydro: Norsk Hydro has no supervisory board in the German sense and also no "Vorstand" in the German sense; both functions are exercised by the styre. The president of the styre was up to summer 1942 Marcus Wallenberg sen., who retired at this time for reasons of health but also -it was assumed for reasons of being attacked in a very unpleasant way by the German

Page 8 of original

press; shortly afterwards Mr. Wellenberg died. Up to the same time was Dr. Aubert director-general; after Mr. Wellenberg retired, Aubert became president and Erikson was appointed director-general. The styre of Norsk Hydro -up to summer 1942-consisted of the following members:

TRANSLATION OF DOCUMENT NOT NI-2712 cont. OFFICE CHIEF OF COUNSEL FOR MAR CRIMES

Page 8 of original (cont'd.)

M. Wallenberg	g sen. prosident	Swedish
Aubert, direc	ctor general)	Want of Mari
Sir Thomas Fo	enrnley)	Norwegian
Moreau)		French
Wibratte)		French
Schmitz)	Comes
Oster	1	German

As the German Reichskommissar in Norway always interfered more with private business in Norway, the management was afraid, also something like that would happen to Norsk-Hydro and therefore -on request of Dr. Aubert- the leading engineer of Bittorfold, v.d. Boy, who was in charge of the construction of the factory of Lettmetall in Heroen, and for this peason mostly was in Morwey, was appointed in summer 1942 a personal advisor to Aubort, that meant in reality, to protect Norsk-Hydro against the organisation of the Reichskommissar; v.d. Bey was appointed in the same time a member of the styre, as this seemed advisable, to give him the necessary legitimation to represent N.H. in respect to the Reichskommissar; but this appointment was only regarded as a measure during the wer.

In the time from summer 1942 up to the end of 1943 the styre of N.H. consisted of the following members:

Aubort,	president)	Yana and and
Briksen	, director general)	Norwegian
Morenu)	Want 1
Wibratt	e }	French
Schmitz	}	
Ostor	1	German
v,d. Bo	y }	

In December 1943 Dr. Aubert died and after Sir Thomas-Fearnley, who was first suggested to be prosident, had to deny, as he beceme scriously, ill, Professor Bach-Wiig, an old friend of Norsk Hydro, was asked to become president and he accepted under the condition, that no changes would be made in the management in principle during the war.

Shortly before his death, Aubert mede in a letter to Ilgner the

Page 9 of original

suggestion, to reduce the capital of Norsk Hydro to the old level, as the purpose of the increase of capital didn't exist for the time being. But as it was the will of all three partners of the Nordisk Lettmetall, to obtain from the German

contd.

Page 9 of original (cont'd)

government the compensation for all damages caused by the order to close down the light-metal-factory, such a measure of a beginning self-liquidation would have disturbed seriously the negotiations with the German government; therefore, it was agreed with Morsk-Hydro early in 1944, not to disturb the negotiations with the German government and first to wait for the result.

In the end of 1944 Norsk Hydro suggested to render to her a part of the new Norsk Hydro shares of I. G. and bank of aviation, instead of the payments Norsk Hydro had to expect from the German government; I. G. agreed, ministry of aviation didn't but the whole remained theoretically, as in fact, no government payments were made at all, respectively carried through.

In fall 1943 Eriksen - under the pretext, that he was a reserve officer of the Norwegian army - was made with 56 years a German prisoner of war. In numerous attempts of I. G. with all authorities concerned, in order to liberate Eriksen, we found out, that he had been made a prisoner of war by the Beichskommissar (Otte) for political reasons, as Eriksen as the whole management of Norsk-Hydro was definitely anti-Quisling, and Eriksen had refused in a conversation with Otto any contact with the Quisling-party. Although I. G. continued her activity, to liberate Erikson, very intensively up to March 1945 and even Ilgner, who visited Eriksen at this date for the last time and who personally handled the measures, to be taken, in order to liberate Briksen, was willing to stand for in a formal way in favour of Eriksen by request of the Gostapo, we didn't succeed. Only one thing could be reached, that contrary to the first decision of the Reichskommissar, Erikson remained director-general -oven as P.W .- . In order to make sure, that the company was functioning also in the absence of Erikson, the styre appointed a committee under the chairmanship of Prof. Bache-Wiig, to which belonged the technical director Kielland, the counsel Meinich-Olsen and von der Bey. Besides that I. G. obtained the permission, that everything of importance could be sent by the committee in Oslo to Briksen in his camp and in addition to this I. G. communicated directly by four visits in the camp (Ilgner, Oster, Frank-Fahle, Bachem) in all important questions with Eriksen and nothing was done without the o.k. of Eriksen; It was the special desire of Sir Thomas Fearnley and Eriksen that a member of the family Wallenberg should be again a member of the styre, as old man Wallenberg was regarded as the real father of Norsk Hydro; for this reason Ilgner was asked by Fearnley, Eriksen and Bache-Wiig, to discuss this question with Mr. Jakob Wallenberg, who was willing in principle, but wanted to postpone the question until after the war, as he was in principle of the same opinion as Bache-Wiig, to make no

Page 10 of original

changes during the war, which were not definitely necessary.

(2) Nordisk Lettmetall: Nordisk Lettmetall has as well a superyisory board and a styre: the first supervisory board consisted of the following members:

TRANSLATION OF DOCUMENT NO. NI-2712 cont. OFFICE CHIEF OF COUNSEL FOR WAR CRIMES

Page 10 of original (cont'd.)

Aubert, chairman)	
Heyerdahl)	N.H. (4)
Horn)	
Martinson)	
Burgin	5	
Haefliger)	I.G. (3)
Ilgner)	
Koppenberg, vice-c	hairma	n)
Otte (Reichskommis		}
two representativo	ß) Hansa (4)

The first executive-committee of the supervisory board consisted of the following members:

Koppenberg, chairman Haofliger Heyerdahl Otte

of the ministry of

aviation

After Koppenberg retired, Rudorf of the bank of eviation took his place. After the death of Aubert, Eriksen was appointed a member of the supervisory board. As Eriksen was at this time already a P.W. and as also at this time the most important work (after the air-raid and the close-down of the factory) was to get the compensation from the German government, by the move of the Norwegian group, Ilgner was appointed as chairman, especially as the negotiations to be conducted, mostly had to be conducted in Germany. But it was agreed, that Ilgner would retire in the moment, if the reconstruction would start again and a Norwegian (Eriksen) would be appointed chairman.

The styre of Lettmetall consisted of Moschel, director-general (I.G. Bitterfeld), Eriksen and Foss (patent-chemist of N.H.) In the beginning of 1944 -as already mentioned- Eriksen resigned as a member of the styre and became a member of the supervisory board and Ravener (formerly N.H.) became member of the styre of Nordisk Lettmetall.

(initial) von Schnitzlor

(signed) G. von Schnitzlor

(signed) M. Ilgner

seen and approved as to the best of my own knowledge and remembrance. (signed) W. Bachem (initial) Ilgnor

Frankfort-on-tho-Main, August 12th, 1945.

CERTIFICATE OF TRANSLATION

I, Hilds Mayer, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-2712.

15 July 1947

HILDA MAYER D-429874 I, Dr. Max ILGNER, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without occroion, the following:

As far as my statement of 15 August 1945 is concerned (written in English) I repeat my former protest made towards other gentlemen. I pointed out already that such part of the statement as refers to the Hermann Goering Works is not in accordance with the facts and that at any rate I was neither authorized nor competent to make such statement.

As to the individual participations of I.G. Farben, t.w. - Francolor, the Eastern Corporations (Ost-Gesellschaften) and Norsk-Hydro, I can say this:

1.) Francolor

The technicians of I.G. Farben sixed at a 51% participation rather than a 50% share as originally contemplated. Their purpose was to counterbalance the position of the president of French corporations which, under the amended French stock corporation law, was enhanced; the president of the corporation (i.e. Francolor) was to be a Frenchman. I have not read the new statute myself and I cannot render any opinion as to whether or not it applied to Francolor.

I did not partake in discussions with the French. I was being kept posted by your SCHNITZLER's reports to the Commercial Committee, by reports in the Vorstand meetings at which, according to my recollection, ter MEER also participated, and by the cooperation of the Central Finance Office in carrying through later payments.

2.) As far as the <u>Eastern Corporations</u> are concerned, the initiative originated with the Ministry of Economics (RWM) immediately after the war against Russia was started. A discussion in regard to this took place in the RWM at which, apart from myself, <u>OSTER</u>, <u>BUETEFISCH</u>, <u>AMPROS</u> and <u>SCHNEIDER</u> were present (as to the participants, I may be mistaken). I assisted in making a report of this meeting to the Verstand.

The RWM had not yet passed upon the question of whether the firms participating in the Eastern Corporations, in other words: the private industry, should participate in the Russian firms; and, if so, to what extent and which individual firms. I, therefore, do not know what I.G. Farben's original purpose was in participating in the Eastern Corporations, aside from suggestions as to parsonnel as requested by the authorities.

I.G. Farben, in the beginning, was concerned with the question which personnel it should offer. I took part in such discussions. We particularly recommended Willibald PASSARGE whom I took a personal interest in after the Nazi Party (foreign organization) had enforced his dismissel from our sales organization in Paris. I wanted to give him a job within my organization, Berlin NW-7. He was appointed one of the three managers of Chemie Ost G.m.b.H. We also offered the agronomist Dr. Otto SCHILLER and also Dr. PRESTZEL and Guenther SCHILLER who, as far as I know, were with the armed forces.

Mr. Wilhelm Rudolf MANN, at that time formed a Committee-Russia (Russland Ausschuss). I was also a member of said Committee and occasionally took part in its meetings. Within the framework of my organization I.G. Farben-Berlin NW 7, I had, as part of the economico-political department (Wipe), a liaison office East (Verbindungstelle Ost - TEMHAAR and de HASS) which was at the disposal of Mr. MANN in his capacity as Chairman of the Committee-Russia. The Committee-Russia was working under the direct instructions of Mr. MANN. Though these gentlemen had jurisdiction, essential questions

THANSLATION OF DOCUMENT NO. NI-6348

were also reported upon in the Mail Discussion Meetings. I saw to it that all questions concerning Bussia arising within the framework of my organization were assigned by the competent I.G. Farben organization to Igerussko and to the Committee-Russie.

As to I.G. Farben's participation in Russian enterprises, I can state (with the reservation that my memory may be fallacious) that I.G. Farben took the following attitude: If the German chemical industry took part in the development of the chemical industry in occupied

(Page 2 of original)

Russia, I.G. Farben stressed that it did not want to be sidetracked. It was a general principle of I.G. Farben to show a reserved attitude as to all new investments since each new investment meant an undesirable enhancement of the concern. It is true that in the course of the last years for many reasons, compulsory and otherwise, this principle was ignored.

3.) As to the Norwegian plant Norsk-Hydro, I.G. Farben, soon after the fall of Morway, received an SOS from this firm since Koppenberg, at the request of the HLM (Reich Air Ministry) wanted to impose on it an unfavorable contract.

STER thereupon flew to Norway. I.G. Farben itself, as early as before the second World War, wanted to build up a light metal plant with Norsk-Hydro. At that time no agreement was reached. Now, at the request of RLM, I.G. Farben and Norsk-Hydro were willing to start with, and carry through, the production of light metals.

After prolonged negotiations it was resolved that RIM, I.G. Farben and Norsk-Hydro should each take over 1/3 of the newly organized corporation. In order to receive the funds required for its 1/3, Norsk-Hydro was to increase its capital stock. The French stockholders of Norsk-Hydro had no share in the increased capital stock since they needed a license (clearing) for acquiring the new shares, which license the authorities were unwilling to grant. The preemptive rights belonging to the French stockholders who were represented by the French Banque de Paris et des Pays Bas, were purchased from them. At my suggestion the Swedish Banker WALLEMBERG, at that time in Paris, determined their price. All participants agreed to this procedure. It is possible, though I have no exact recollection, that KERSTEN, who worked under me end ho died in the meantime, called upon WALLEMBERG, at the request of SCHMITZ, in order to re-negotiate the price of the preemptive rights. I.G. Farben at that time considered it a special favor on its part that through its efforts, a market for the preemptive rights was created. It is possible that other I.G. Farben branches (SCHMITZ) criticized the price.

As representative of the French shareholders, the Bank de Paris et des Pays Bas was also represented in the Supervisory Board of Morsk-Hydro. I do not know in detail the notives which guided the French bank when it agreed to the increase of the capital stock of Morsk-Hydro by which procedure the French majority interest was reduced to a minority interest. I should say they chose this alternative as the lesser evil and because, in the last analysis, I.G. Farben participated and advised the bank to agree. At least, they wanted I.G. Farben to participate in the building up of the new Norsk-Hydro plant; I think they were afraid that if they objected, RIM would enter into the contract directly with Norsk-Hydro. The bank had relations of long standing with I.G. Farben and it probably felt that such solution, i.e. increasing the capital stock and organizing a new company with I.G. Farben's participation, would be faute de mieux, the best possible solution under the prevailing circumstances.

TRANSLATION OF DOCUMENT NO. NI-6348 Cont'd

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THANSLATION OF DOCUMENT HO. NI-6348

When the war started, I.G. Farben held 12% of the capital stock of Norsk-Hydro. I do not include another 12% held by I.G. Chemie Basle since the ties between I.G. Farben and I.G. Chemie Basle were severed in 1940. The RWM in its turn acquired about 12% of old Norsk-Hydro shares in France to counterbalance I.G. Farben's weight. Since the RIM wanted to participate in the light metal plant to be built up by Norsk-Hydro (as outlined above at a rate of 1/3), they wanted to prevent I.G. Farben from outweighing them in the new corporation by the influence which I.G. Farben exerted, through Norsk-Hydro, on Norsk-Hydro's 1/3. As a counterweight, the RWM, through Dresdner Bank, acquired itself about 12% of old Norsk-Hydro shares.

Learning about this purchase was an utterly unpleasant surprise for I.G. Farben. Protracted negotiations started (about the fall of 1941) as to who should definitely hold the shares purchased by the Dresdner Bank. I.G. Farben was afraid (and, in fact, such possibility was clearly indicated by RWM) that influence on Norsk-Hydro would be gained by VAW (United Aluminum Works) which belonged to the Viag Group and which controlled the Bavarian Nitrogen Works. Pressure was exerted on I.G. Farben to grant a magnesium license to VAN; up to that time, such propositions had always been turned down by I.G. Farben. By granting this license, I.G. Farben at least made sure that

(Page 3 of original)

the newly bought Norsk-Hydro shares were not given to VAW. They were given to the RLM Group so that VAW could not interfere in the nitrogen field.

Originally it was contemplated that the RLM Group should later return its participation one way or the other. But it was not possible to get any clear statement from KOPPENBERG who at that time represented the RLM Group.

I have carefully read each of the three pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

Signed: Dr. MAX ILGNER Signature of deponent

Sworn to and signed before me this 10th day of April 1947 at Palace of Justice, Nurnberg, Germany, by Dr. Max ILGNER, known to me to be the person making the above affidavit.

Signed: Randolph H. Newman RANDOLPH H. NEWMAN, Attorney U.S. Civilian, B 397712

Office of Chief of Counsel for War Crimes, U.S. War Department

TRANSLATION OF DOCUMENT NO. NI-6348 Cont'd

CERTIFICATE OF TRANSLATION

I, Randolph H. NEWMANN, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-6348.

RANDOLPH H. NEWMAN U. S. Civilian AGO No. B 397712 U.S. War Department

END

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TRANSLATION OF DOCUMENT NO. NI - 6762 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

AFFIDAVIT.

I, Heinrich O S T E R, having been duly warned that I make mysolf

lin? to punishment for a false statement, declare herewith voluntarily
and without being exposed to duress:

With regard to the Norsk Hydro Installation in Rjuken I declare the following:

From personal experience I mow next to nothing about the manufacture of heavy water. I never inspected the installation nor did I ever receive any report on it in my capacity as member of the Aufsichtsrat either from I.G.Farben or from the Norsk-Hydro. The little that did penetrate to me I learned from Herr Aubert, who was director general of the Norsk Hydro at that time, and with whom I was on very friendly terms.

Immediately after the invasion of Norway, Aubert told me that Horsk Hydro had a certain output of heavy water in Rjuken, that so fer heavy water had been sold to scientific institutes and other parties who were interested but that now the German authorities insisted that every sale of heavy water must be reported; any sale above a certain minimum quantity was prohibited altogether. I learned also from Aubert that he had confidential information (through Wallenberg of the Enskilda-Bank, Stockholm) that the production of heavy water at Rjuken was known in England and was causing uncasiness there. Later, commandes of Norwegian patriots destroyed the heavy water plant at Rjuken.

I also heard that " hemists who were employed in the heavy water plant had fled to England via Sweden. After that the Germans reinforced their military protection of the heavy water plant. German chemists, I presume from the Physical-Technical Reich Institute in Berlin were sent to Rjuken en instructions from the Army Ordinance Office.

(Initial) Oster

(in handwriting) The German "authorities", after the destruction of the plant by the Morwegian patriots, made plans for an extension. Briksen, the successor of Generaldirector Dr. Aubert who had died in the meantime, informed the members of the Aufsichtsrat of Worsk Hydro, and myself among them, of the German intention. He was very much against the extension as it constituted a danger for the Norwegian workers. I myself had already voiced my objections in the Reich Ministry of Economics. I now declared that I thoroughly agreed with Eriksen's attitude. On the strength of Erikson's letter I speke to Oberregierungsrat Hofmann in the Roich Ministry of Economics. I also had a confidential talk with Staatsrat Esau. I remember that in the course of my conversation with him I referred to the extension of the heavy water plant as madness. My suggestion was that in any case the heavy water plant should be removed from Norway.

The parties I contacted on the subject were not averse to it; but could not say the final ro.c. As a matter of fact later, as I heard, the plant was removed. The intuition, probably, was to "ransfer it to the Tyrol where Montecatini had a big electrolysis plant. Whether this was done or not I do not know.

CONTID.

(Initial): Oster

I do not remember that I over discussed the heavy water plant with other (translator's note: 'my" is crossed out in original and replaced in handwriting by "other") colleagues besides (mndwritten:) Buetefisch in the Vorsrand; I may have done so with Schmitz who was also a member of the jufsichtsrat of Morsk-Hydro.

As far as I know, I.G. had rathing to do with the heavy water plant. To my knowledge it neither financed the plant, nor sent technicians there, nor discussed the plant with Norsk Hydre or the representatives of the German government; nor did it finally receive any report on the installations. As far as I know, Norsk Hydro itself was responsible for it, and if there were any discussions or if instructions were given, this took place directly between the German government and Forsk Hydro.

(page 2 of original)

As to the increase of I.G. s heldings in Norsk Hydro stock after the invasion of Horway, it navurally gave me food for thought. I know nothing of any acquisition of old Morsk Hydro stock by I.G. Prior to the invasion of Norway, I.G. owned some 1200 of the stock capital of Morsk Hydro and I.G. Chemic Basel had roughly the same amount. I know nothing about I.G.'s increasing this emount of old stock; it certainly did parti i ate to a considerable extent in the acquisition of the new stock issued when the capital of Morsk Hydro was increased in 1941 (from about 104 million Morwegian crowns to about 156 Hillion Norwegian crowns). When I.G.'s share in the empital stock of Norsk Hydro grow considerably and the Gorman group (Bank der Dautschen Luftfahrt) also had shares in the capital stock, it was of great importance for us to see that there was no German monopolization of influence in the Aufsichtsrat of Norsk Hydro. We wanted to avoid an impression of plunder. The French who before the wer owned some 68% of the Forsk Hydro stock had no opportunity of participating in the increase of capital by the acquisition of new shares. For this they would have needed Horwegian crowns which as far as I know the German foreign currency control board gave them no license to purchase. In order to be fair to the French shareholders, Director Wallenberg in Stockholm was asked to fix an appropriate price for the stock rights which were to be sold by the French. In my opinion the French stockholders were represented by the Banque de Paris et des Pays Bas. We made a point of giving complete information to the ropresentatives of this Bank, Horeau and Vibratte.

Oster -

I naturally gathered from the figures that the result was a reduction of the French majority to a minority. However, (Initial) I thought that later on it would be possible (handwritten addition of "keennen" - possible) to make up for this neglect. By neglect I mean that the French were not in a position to exercise their stock rights. I thought, for instance, that the French would be given an opportunity of buying back their shares subject to certain provisions.

TRANSLATION OF DOCUMENT NO. NI - 6762 CONT'D.

I have carefully read each of thise two (2) pages of this affidavit

consumtersigned in my own handwriting, have made the necessary

corrections in my own handwriting and countersigned with my

initials and declare herewith on eath that in this affidavit I

have spoken the full truth to the best of my knowledge and belief.

(Signature) Dr. Heinrich Oster (Signature of dependent)

Sworn to and signed before me this 11th day of April 1947 at Palace of Justice Murnberg, Germany, by Heinrich OSTER, known to me to be the person making the above affidavit.

(Signature): Worner Lewald

(Signature); Randelph H. Wewman Randelph H. WEWMAN, Attorney, U.S. Civilian B 397712

Office of U.S. Chicf of Counsel for War Crimes U.S. War Department.

CERTIFICATE OF TRANSLATION

I, DOROTHY E.PLUMIER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-6762.

19 September 1947

DOROTHY E.PLUMIER USFOT 482.

(EHD)

- " --

I, Heinz MAYER-WEGELIN, after having first been warned that I will be liable for punishment for making a false statement, state herowith under oath, of my own free will and without coercion, the following:

MORTAY

As I was in the army until the beginning of 1941, I did not take part in the negotiations with Morsk-Hydro in Norway for the foundation of a Leichtmatall-Gesellschaft until a comparatively late date. So that I cannot remember any details of the original negotiations from personal observation, but only in so far as I enleavored in 1941 to get a picture of them from the records and other sources.

Then, in February 1941, I began to take part in the negotiations the I.G. was still represented by Herr Haefliger and Dr. Moschel. In those days I.G. and Norsk-Hydro still thought they could manage the organization of the new company alone, that is, without the participation of German amendies. They had in view a Magnesium company in which I.G. was to have a 51% participation and Norsk-Hydro 49%. And if I.G. and Norsk-Hydro did want to organize and operate the company without the participation of the Reich, as far as I remember the whole idea of the increased light matel production did nevertheless stem from an order of the Reich fir Ministry (Reichsluftfahrtministerium (LIM)). The RLM was anxious for plant extensions in the light metal sphere, as light metal was needed in all branches of the Tehrmacht.

The organization of companies in the light metal sphere had already been discussed between the I.G. and Morsk-Hydro before he war; but the negotiations at that time had not led to any result. It is quite certain that efter the fall of Norway, the Morsk-Hydro was not enthusiastic about the building of such a factory, but I believe that the Morsk-Hydro still prefered to carry out the project with I.G. rather than have another project perhaps forced onto it, in which it would have had the German Reich for a partner. In this connection, I remember projects which were pending at the time and which Dr. Koppenberg took cars of. Some of the members of the Morsk-Hydro expressed themselves very clearly in this connection. One can say that Norsk-Hydro looked on a cooperation with I.G. as the leaser evil in comparison with a relationship involving direct dependance on the German agencies. - Is far as the whole Norsk-Hydro project is concerned, it was handled, so far as I remember, by the Central Finance Department (Dr. Ilguer) in Berlin, together with the Mitrogen Department (Dr. Oster).

The I.G., Morsk-Hydro and a company (Hansa) which was under the control of the German Reich had shares in the newly organized Leichtmetall-Gesellsch-ft (Lettmetall) to the extent of 1/3 each. As regards the third belonging to the deich, I heard that from the very be-traing we informed the RIM of our wish that this state participation should require the reprivation. In other words: the I.G. and Norsk-Hydro should acquire this third later on from the Reich.

I never took any active part in the increase of capital of the Norsk-Hydro; I only know the rough outlines of it. My improvation was that the German agencies and the I.G. were to have almost equal shares in the Norsk-Hydro. I really haven't any more precise idea of this. This is particular, I did not worry about whether the share of the I.G. together with the share of the I.G. Chemia Basel amounted to more than the stock held by the Reich egency. I should have added the share of the I.G. Chemia Basel to that of the I.G.

I have carefully reed such of the two (2) pages of this declaration and have signed them personally. I have made the necessary corrections in my cown hand-

ERANSLATION OF DOCUMENT NO. NI-8582

writing and initialed them and I declare herewith under eath that I have given the full truth to the best of my knowledge and belief.

(signed) Heinz MAYER-JEGELIN

Sworn to and signed before me this 4th lay of June 1947 at Falace of Justice, Nurnberg, Germany, by Heinz MAYER-WEGELIN, known to me to be the person making the above of idevit.

(signature) Randolph H. Nowman RIMDCLFH H. HEAMAN, Attorney U.S. Civilian, P397712 Chief of Counsel for Nar Crimss U.S. Nar Dopt.

CERPIFICATE OF TALMSLATION

I, DONOTHY E. FLUMMEN, USPET AR2, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-P582.

6 June 1947

DOTOTHY E. PLUMMER USFCF 482

3 N D

TRANSLATION OF DOCU ENT NO. NI-10840 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

25 Lay 1946

Order on application Record-file No. 1446

Societe Morvegienne de l'Azote

EXTRACT

FROM THE MINUTES

OFFICE THE RECORD

THE CIVIL COURT OF

of First Instance, for the Department de la Seine,

sitting at the Palace of Justice, Paris.
The President of the Civil Court, First Instance, for the Department de la Seine, sitting in Paris at the Palace of Justice, has issued this order in consequence of the application made to him; said application and Order being deposited with the Record Office of the Court according to document of 25 hay 1946. The text of the application, the Order and this instrument of deposition follows:

25 May 1946 We, the undersigned Registrar, have, as required by the Bublic Prosecutor at thes Court, filed an Order on application issued on 24 May 1946 by the President of this Court by reason of the public regulations contained in the Order of 9 June 1945.

Said Order which will be registered simultteneously with this instrument of deposition, declaring nil and void the title of transfer of the Societé Norveginne de l'Azote to the advantage of the enemy.

No. 1446 the Prosecutor signed: M. LAZARD

On the basis of which we have drafted this document signed by us.

signed: JOUAN Stamped and registered at Paris on 25 May 1945; No. 501: fee 110 francs, including stamp. signed: DELCRUZEL

AFPLICATION

To the President of the Court of First Instance, for the Department de la Seine.

We, the Public Prosecutors Whereas the Societe Norvegienne de l'Azote et de Forces Hydroelectriques, having its registered offices at Nottoden (Norway) has been the object of attempted wrongful exploitation by the Germans during the occupation of that country and France.

TRANSLATION OF DOCUMENT NO. NI-10540 OFFICE OF CHIEF OF COUNSEL FOR NAR (continued) CRIMES

That this attempted wrongful exploitation consisted mainly in the session in favor of Germany of 75000 shares of the above-mentioned company which constitutes the subject - all other operations being excluded - of the order of 28 July 1945:

Whereas, on the other hand, the general meeting of the company decided on 30 June 1941 to increase its share capital from Norw. Cr. 104,300.100 to Norw.

Cr. 156.250.060.

That this meeting cannot be considered as representing the wishes of the shereholders, the German shares being practically the only ones represented, no French shareholders being authorized by the

occupying power to attend the meeting:
Whereas the Germans, by means of a provision
contained in the statutes which until that date had never been applied, had demanded the allocation to themselves of the stipulated two-thirds of the quantum of 43.05% of the issue which according to the statutes could be invested in such a way as to promote the interests of the company to the highest possible degree.

That, on the other hand, the Germans further obtained the quantum of new shares allotted to the 75000 shares previously held by French owners and forming the subject of your above-mentioned order

of 28 July 1945: That the French shareholders met with a refusal on the part of the Germans to authorize the transfer of funds in Norway in order to subscribe to the increase of capital:

That, besides, the Gormans then offered to buy back the application rights ex the old shares at the price of fr. 320, -- rights ex common and oreforred shares.

At the price of fr. 2400 rights ox privileged stock-cortificates,

The fr. 34,300 for the rights ex original stock-

certificates.

That from October 1941 until January 1942 the Acro-Bank, being the French branch of the Bank der Deutschen Luftfahrt A.G., Berlin, and located at 3 Rue Scribe, Paris, has thus acquired rights to 79863 new shares from the French owners for a total

sum of 71.955.520 francs, namely: - 195.738 rights ex common shares (coupon No.52) - 13.716 rights ox preferred shares (coupon No.

- the rights pertaining to 14.174 privileged stock-certificates,

- the rights pertaining to 40 original stock-

certificates: That besides, if the French shareholders had not made use of their rights, the new shares corresbonding to the above-mentioned subscription rights would have been allotted provisionally to other sharcholders,

That proceedings to declare nil and void the new shares subscribed to by the Germans have been TRANSLATION OF DOCUMENT NO. NI-10640 OFFICE OF CHIEF OF COUNSEL FOR MAR (continued) CRINES

instituted before the Norwegian Courts, and that it is important that when the matter has been put before these courts, the French courts should themselves pronounce judgement on the conditions under which the assignment of the rights under consideration was offected;

That the rights acquired by the enemy were paid for by means of funds which came directly out of the

French treasury;

That the situation analysed above is one of these to which may be applied the Solemn Declaration of the United Nations signed at London on 5 January 1943, according to which the signatory nations have reserved "all rights to declare null and void all transfers or transactions relating to property, rights and interests of any kind, which are or were located in the territory under occupation or under the direct or indirect control of the enemy-powers, or which belong or have belonged to persons (including legal persons) residing in such territory, as well as apparently legal transactions, even if they appear to have been concluded with the consent of the victim." That therefore these operations with which we are concerned are among those to which apply Articles 1,2 and 3 of the Order of 9 June 1945 which concerns the third Implementary Order of the order of 12 Hovember 1943 relative to the application of the declaration by the United Mations and declaring nil and void acts of speliation carried out by the enemy or under his control. Therefore, Mr. President, it is necessary, if you please

In the first place, in accordance with the directives contained in Article 3 of the Order of 9 June 1945 to declare nil and void the transfer in favor

of the enemy

of 195,738 rights ex common shares (coupon

No. 32) - of 13718 shares (translator's note: original should read: "droits" - "rights") ox preferred sheres (coupon No. 35)

- the rights pertaining to 14.174 privileged stock-cortificates,

- the rights pertaining to 40 original stockcortificates of the Societe Forvegienne de

l'Azotc, Secondly, to entrust the Administration dos Domaines with the sefeguarding of the property, rights and interests corresponding to the rights indicated above, and in particular, to bestow upon them full authority to take any measures necessary to safeguard such property in place of the rightful owners.

Drafted at the Court of the Seine 24 key 1946 The Chief Prosecutor Procureur of the Republic signed: WASSART

TRANSLATION OF DOCUMENT NO. NI-10640 OFFICE OF CHIEF OF COUNSEL FOR WAR (continued)

ORDER

Me, President of the Court of the Seine, ruling in

summary procedure:

Concerning the enclosed application of 24 May 1946 by the Public Prosecutor and in full agreement with the

clauses therein contained:

It concerning the Order of 9 June 1945, constituting the 3rd Implementary Order of the Order of 12 November 1943 concerning the nullity of acts of spoliation and declaring null and void acts of spoliation carried out by the enemy of his favor

Together with the Decree of 23 July 1945, Wo declare null and void the title of transfer in

favor of the enemy, - of 195.738 rights ex common shares (coupon No. 32) - of 13.718 rights ex preferred shares (coupon No.

35)

- of the rights pertaining to 14.174 privileged stock-certificates,

stock-certificates,
- of the rights pertaining to 40 original stockcertificates all of them issued by the Societe
Norvegienne de l'Azote,
We entrust the Administration des Domaines with the
safeguarding of the property, rights, and interest corresconding to the rights indicated above, bestowing upon
it, in particular, full authority to take any measures
necessary to safeguard such property in place of the
rightful owners. rightful owners.

Drafted in our Office at the Palace of Justice at Paris, on 24 May 1946, The President of the Court

signed: ROUSSELET

The first draft of this Order has been signed by the President and by the Registrar. Stemped and registered at Paris on 25 May 1946 signed: DELCRUZEL

This copy has been made out stamp-free at the request of the Public Prosecutor who is acting by virtue of the Order of 9 June 1944*.

To be dispatched

reviewed (initial)

(signature) First**

The date should probably read: 9 June Translator's note: 1945. This order is repeatedly referred to-1.c. at the end of the document dated 28 June 1945- where the wording of the formula is identical but the date of the order is given as

9 June 1945. or Impression of seal: Court of First Instance : Scinc.

-6-

TRANSLATION OF DOCUMENT NO. MI-10640 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES (continued)

RECORD

Le Legistrat delegue du Garde des Sceaux pros le Chief of Counsel for War Crimes Direction des Recherches des Crimes

de Guerre 48, Ruc Paul-Valery, 48 PARIS - XVI Telephone Kleber 16-60.

> In the year ninetcen hundred and fortyseven, eleventh day of April,

Me, Charles GERTHOFFER, Deputy Prosecutor of the Republic at the Court of the Seine, Delegate appointed by the Minister of Justice to the Chief of Counsel for Mar Crimes, having proceeded to the Ministry of Justice in Paris, h. Marion, Director of Civil Affairs, handed over to us a copy of the Order issued by the President of the Civil Court of the Seine on 25 May 1946, declaring mil and void the transfer to the enemy for his gain of application rights for stock of the Societe Norvegienne de 1'Azote.

After ascertaining that this Order was definitive, we marked the said copy "ne variatur" to be appended to this record.

(Signature) C. GERTHOFFER.

CERTIFICATE OF TRANSLATION

I, None A.M. Macleod, MEP 38347, hereby certify that I am thoroughly conversant with the Remon and English languages and that the above is a true and correct translation of the document Nol NI-10640.

15 May 1947

MonaA.M. Macleod NEP 38347 repair by teal

TRATISLATION OF COCUMENT NO.MI - 9350 OFFICE OF U.S. CHIEF OF COUNSEL FOR MAR ORIES. ~

AFFIDAVIT.

- I, GUITTHER FRANK-FAMIL, amployed of I.G. Farbonindustric Altiongosellschaft from 1933-1945, responsible for Meeping the minutes of the Commercial Committee (Manfmachnischer Ausschuss = M.A.) from 1937 to 1945, after having first been warned that I will be liable for punishment for making a false statement, state herewith under eath, of my own free will and without coercien, the following:
 - 1.) In collaboration with George S. HARRIT, a representative of the Office of U.S. Chief of Counsel for Mar Crimes, I have during the last few weeks looked through the minutes of the Councreial Counttoe from the time of its formation in August 1937 to the 64th meeting on 5 December 1944 in Heidelberg, with the exception of the following which, according to Ir. Hartin's statement, were not available in Tuernberg during this time:

Minutes of the 27th meeting of the Commercial Committee # 47th # 11 11 5lst " # # 15 # 52nd tt tt " 53rd " 11 11 # 55th # 11 11 * # 55th # H H .tt # 57th # n n " 53th " " 50th " " 61st " " 53nd " 10 20 11 11 11 H H

The minutes available of the 30th, 31st and 53rd meetings of the Commercial Countries are incomplete.

. 2) From 1937 - 1945 I was responsible for keeping the minutes of the Commercial Committee and I drafted all the minutes personally, except on these occasions on which I was not present. In such cases the minutes were drawn up by Dr. Krueger and once by Dr. Terhaar. The following were drawn up by Dr. Krueger:

Ninutes of the 4th meeting held on 5 Nevember 1927
" " " 14th " " " 9 September 1933
" " " 15th " " " 7 October 1933
" " " 16th " " " 11 Nevember 1933
" " " 17th " " " 15 December 1933
" " " 25th " " " 13 September 1939
" " " 23th " " " 13 December 1939
" " " 19th " " 1 February 1940

TRANSLATION OF COUNTY NO. NI - 9850 COLDID.

Himutes of the 32nd meeting held on 27 Hay 1940 " " " 34th " " " 13 July 1940 " " " 4 Hovember 1941

Dr. Terhear draw up the minutes of the 25th meeting held on 20 October 1939.

(page 2 of original)

- 3.) I add below all the entracts which I could find in the minutes on the subject of Denmark, Norway, Sweden and Finland. In each case I have quoted the number and date of the meeting and the nemes of these present now on trial in Case VI before an American military tribunal.
 - a) Strd meeting held on 16 June 1933.
 Those present included: Hermann Schmitz, Georg von Schmitzler, Paul Haefliger, Wilhelm Rudolf Hann, Heinrich Oster, Heinrich Gettinegu, Hans Zugler.
 - Dr. Frank-Fahle presents a report on the collaboration of the Swedish government with Swedish industry received from Forben's confidential agents in Sweden.
 - b) 2/th meeting held on 11 August 1932.
 Those present included: Georg von Schnitzler, Heinrich Oster, Hens Hugler.
 - a) Alympic Gener 1940.

 It is generally agreed that it is in the interests of Ferben's sales for us to participate in the Olympic Genes in Helsinki in 1940. Berlin FV 7 is being instructed to work out proposals in agreement with Probe for the next meeting of the Connercial Committee.
 - c) Sind meeting held on 27 Hay 1940.
 Those present included: Georg wen Schnitzler, Paul Heefliger, Hax Higher, Wilhelm Budolf Henn, Erich von der Heyde (part of the time).
 - "5) Demark.
 The Covernment is counting on a considerable increase in the cuantity of German goods purchased by Demark, including charical products. Farben can deliver these products, with the exception of nitrogen for fertilizers, Discussions are in progress with Forsk Rydro on this subject."
 - It is not yet possible for goods to be brought from Norwey or sent to that country in large quantities. Transport must first be organized.

 Tollowing on this, the question of travelling to the occupied districts under our protection is discussed. The authorities have informed us that the utmost restraint is necessary and

(page 3 of eriginal)

Heinrich Gettineau, Hans Eugler.

Herr Haefliger reports on negotiations with the German official agencies (Stellen) and the Finkish government delegation, to the effect that the trade agreement soon to be concluded between Germany and Finland ensures a supply of nickel ore for Farben for German requirements. Relations with the International Mickel Corporation and the future comership of Petsamo will be discussed in this connection."

e) 35th meeting held on 20 August 1940.
Those present included: Hermann Schmitz, Georg von Schmitzler,
August von Knierien, Fritz ter Meer,
Paul Heefliger, Mex Ilgner, Wilhelm Rudolf
Hann, Erich von der Heyde (part of the
time), Hans Kugler.

*1) Situation with regard to economic policy.

d) Denmark.
On the basis of recent political developments, the Denmark assignments must be finished before Norway.*

*6) Baltic States and Finland. Economic relations with the Baltic States after their incorporation into U.S.S.R. and trade policy towards Finland are discussed.

f) 37th neeting held on 12 Movember 1940.

Those present included: Hermann Schmitz, Georg von Schmitzler,
August von Knierien, Fritz ter Heer,
Faul Haefliger, Mex Ilgner, Hans Kuchne,
Wilhelm Rudolf Hann, Heinrich Oster,
Erich von der Heyde (part of the time),
Hans Kugler.

"4) Russia.

Herr Hasfliger reports on the negotiations in the magnesium field, the nickel deposits in Finland and the Kola Peninsula and Dr. Berkeneir's trip to Russia."

5) 30th meeting held on 4 February 1941.
Those present included: Hermann Schnitz, Georg von Schnitzler,
Fritz Gajewski, August von Knierien,
Fritz ter Meer, Paul Haefliger, Ham Ilgner,

TRANSLATION OF DOCUMENT NO.NI - 9360 CONT.D.

Wilhelm Rudolf Hann, Heinrich Oster, Erich von der Heyde (part of the time), Hans Kugler.

Within the framework of the assignments decided on by the Commercial Committee in connection with peace planning, the Reich Hinistry of Economics was premised in the first place monographs on France, Belgium, Holland, Denmark and Norway, which were finished - with the exception of Morway - and sent to the offices (Aenter). In consideration of the projects now pending in Morway, there is general agreement that in the meantime only that part of the Morway monograph which deals with direct trade relations between Germany and other countries and Morway."

(page 4 of original)

h) 40th meeting held on 18 March 1941.
Those present included: Hermann Schmitz, Georg von Schmitzler,
Paul Haefliger, Max Ilgner, Yilhelm
Rudolf Menn, Heinrich Oster, Hans Mugle

110) Norway. Dr. Ilmer reports on the light netal projects in Morway, which ere to be cerried out on the basis of the assignment given by Concreldirektor Koppenberg (Junkers) of the Reich Air Hanistry. These embrace the construction of 4 to 3 aluminum factories, a magnesium factory with various subsidiary factories and possib. a nitrogen factory in addition, emploiting the Morwegian water power (total requirements approximately 600,000 kW.) The total funds required amount to approximately one milliard Morwegian kroner. 60% of this must be financed in Germany in the course of some five years and 40% in Morway. At the negotiations conducted in Forway by Dr. Ilgner in agreement with Generaldirektor Koppenberg - the results of which have since been approved by the Reich Air Ministry, - it was agreed that the Forwegian market and Horwegian industrial groups should be drawn upon to the fullest possible extent in order to finance it. For this reason the necessary sources of water power will be combined in a water-power commany with 60% of its capital in Norwegian hands. The German interests in the manufacturing companies, which meet mainly in the Mordische Aluminium A.G. (Mordag), are to be merged in a Horwegien helding commeny of the Mordag. Farben participates in the light metal projects meantime through a magnesium factory ("Morduetall") which is to be erected in the autum on the Norsk Hydro factory site. It will have a capacity of 10,000 tons a year to start with, which is to be increased additionally to 25,000 tons. The total funds needed for this company, in which Horak Hydro, Mordag and Farben will each hold one-third of the stock, is approximately 120,000,000 Norwegian kroner - i.e. 160,000,000 Forw.kr. including the cost of developing the necessary water-power. The capital will in the meantime be 45,000,000 Norw.kr. The German share will be temporarily finance by deliveries of mechinery etc. with credits already promised by Forwegien banks. Men the temperary capital has been paid in a loan of 20,000,000 to 25,000,000 Norw.kr. is to be raised on the Torwegian market. In order to finance its share of the capital required for the

TRANSLATION OF DOCUMENT NO. NI - 9860 CONT'D.

magnesium factory, Norsk Hydro will increase its espital stock by 50,000,000 Norwegian crowns, excluding in part the right of the old shareholders to subscribe for new stock, in order to increase both Norwegian and German influence in Norsk Hydro. The French group of stockholders has agreed in principle to this plan. It may be expected that an agreement will very soon be made which will overcome the difficulties which have arisen in this connection from the Dresdner Bank's negotiations. Dr. Ilgner further reports on the continuation of old negotiations with the Norwegian banks which were begun - as in Paris - as far back as 1937-38, with the object of establishing a Norwegian company for the financing of industry. A declaration of agreement in principle on the part of the two big Oslo banks (Christiania Bank og Kreditkasse and Don Norske Creditbank) and the leading Norwegian private banking firm (Bergens Privatbank) exists.

(page 5 of original)

The German official agencies concerned have also announced that they favour the plan. The sales combines are being asked to make use of this arrangement for the financing of German-Horwegian industry at the proper time.

- 1) 43rd meeting held on 23rd Scotember 1941.

 Those present included: Hermann Schmitz, Georg von Schmitzler,

 August von Knierien, Paul Haefliger,

 Mex Ilgner, Wilhelm Rudelf Mann, Heinrich
 Oster, Hans Kugler.
 - "2) Emberge on deliveries.

 Herr Mann explains the reasons behind the embarge on deliveries to the occupied districts of Norway, Holland, Belgium and Serbir (Order of the Examining Office (Pruefungsstelle) Chemical Industry No. 19/41), the effects of this order in the Chemical Sector and the measures which he had caused to be taken in collaboration with Mipo and the other Farben agencies. He empressly points out that the provisions contained in the order, epart from some exceptions in the Mar Economy Sector, in principle remain in force."
- j) 49th mosting hold on 8 July 1942.
 Those present included: Hermann Schmitz, Georg won Schmitzler,
 August von Knierien, Paul Haefliger,
 Hex Higner, Wilhelm Rudelf Mann, Hens
 Kugler.
 - Dr. Ilgner reports on the financing of Mordisk Lettretall A/S, Oslo; this company's plants are to have preferential treatment as regards building. An increase of 36,000,000 Norw.kr. in the emittal stock raising it from 45,000,000 Norw.kr. to 81,000,000 Norw.kr. is envisaged, along with a debenture lean of 31,000,000 Norw.kr. to be issued simultaneously. The necessary preliminary negotiations with the German and Morwegian authorities have already been concluded. The main question still to be clarified is the granting of water-power concessions and this plays an important part in financing operations.

TRANSLATION OF DOCUMENT NO.NI - 9360 CONTID.

Dr. Ilgner further reports on negotiations with the Banque de Paris concerning the abolition or considerable restriction of the tex privileges hitherto granted only to the French stockholders of Norsk Hydro. This will involve a total sun of 2,000,000 Norw.kr. annually. The preliminary negotiations on this matter have also been satisfactorily concluded; the final ruling will be announced at the General Meeting of Morsk Hydro at the end of this year."

E) 50th meeting held on 9 September 1942.

Those present included: Hermann Schmitz, Georg von Schnitzler,

August von Knierien, Fritz ter Meer,

Paul Haefliger, Max Ilgner, Wilhelm

Rudelf Mann, Heinrich Oster, Hens Kugler.

MS) Norway.

Herr Haefliger reports on the progress of the Lettmetell plants in Heroen.

(page 6 of original)

Herr Haefliger reviews the position of the development of .

Petsene Nikitili C/Y., which plants he visited with Dr.Frank-Fahle last menth. In this connection he reports on the measures and subsidiary operations - including financial operations - carried through by Farben to secure as far as possible the production of nickel."

1) 59th meeting held on 1 North 1944.
Those present included: Georg von Schnitzler, Paul Heefliger,
Max Ilgner, Wilhelm Rudelf Menn, Heinrich
Oster, Hens Kugler.

"5) Horway. Dr. Ilgner reports on the negotiations regarding compensation for drange to Lettrotall. This mounts to the sur of 230,000,000 Horw.kr., so that the risk remaining for Ferbon will be approximately 23,000,000 Merv.kr. (encethird of 70,000,000 Herw.kr.). Dr. Ilgner further reports on changes which have been approved in the staff of Hors: Erare and Fordisk Lettrotall. The establishment of Linison Office Forth (Vernittlungsstelle Mord) under Director von der Boy was also reported. It is proposed to inform the German and Ferwegian authorities in Herway of the establishment of this office. The main duty of the Linisen Office is to ensure that all requirements of enterprises in which Ferbon has a participation or any other interest or entertains business relations are fulfilled as smoothly as possible and especially that communication with the authorities is conducted through Licison Office North, in the interests of efficiency and harmony. The Compareial Committee is in agreement with the monsures taken."

m) S4th meeting held on 5 December 1944.
Those present included: Hernarn Schmitz, Georg won Schmitzler,
Fritz Gejowski, August von Knierien,
Paul Haefliger, Hens Kuchne, Hens Kugler.

TRAISLATION OF DOCUMENT NO.WI - 9360 CONTYD.

**4) Economic and Trade Situation in European Countries.

a) The possibilities of export to the countries of Sweden, Denmark, Switzerland, Italy, Hungary and Czecheslovekia are considered, and in particular the importance of Denmark as foreign trade partner in the field of agriculture and the particular situation of Slovekia are discussed.**

I have cerefully read each of the 7 (seven) pages of this declaration and have signed then personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under each that I have given the full truth to the best of my knowledge and belief.

(signed); Dr. Guenther Frank-Johle Dr. GUINGHER FRANK-FAHLE (Signeture of dependent)

August
Sworn to and signed before he this 5th day of July 1947 at Peleco
of Justice, Furenberg, Germany, by Dr. GUENTHER FRANK-FAHLE, known
to he to be the person making the above effidevit.

(signed): George S. Martin
GEORGE S. MARTIN
U.S.Civilian, ETC 20074

Office of Chief of Counsel for Mar Crines U.S. War Department.

CERTIFICATE OF TRAFSLATION

I, NOFA A.H.MACLEOD, NE 20154, hereby contify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 9350.

S Hovember 1947.

1.1

NOTA A.H. HACLTOD ET 20154.

(EHD)

MILITADY TOTAL NO.

Prosecultor Document Book No. LIXII - 66

Conglish



INDEX

TO DOCUMENT BOOK NO. 66

> HI-11492 Certificate concerning the positions held by the defendant ALLEOS and the periods during which he held these positions, 1 October 1947.

> > lerge insert this document before document NI-8005, Exh. 278, Doc. Look XI.

II-10417 Additional affidavit by Taul H.EFLIGER, 4 May 1947 correcting his statement of 2 May 1947 (NI-5165) with respect to the position of Deputy Chairman of the Sales Combine Chemicals.

Tlease insert this document after document NI-5165, Exh. 293 Doc. ook XI.

TI-10161 Additional statement on positions held by the defendant HOLKLEIN, showing periods of office, correcting and supplementing his certificate of 12 August 1947 (NI-9759, Exh. 295 Dook XI.), dated 23 September 1947 certified by his defense counsel and Mr. Schonfold at OCCWC, Nurnberg.

Please insert this document after document NI-5787, Exh. 296, Doc. Dook XI.

III-1.1.508 Certificate concerning the positions held by the defendant von K.IERIEM and the periods during which he held these positions, 26 August 1947.

Tisase insert this document after document NI-5168, Exh. 246, Doc. Dook XI.

-1-

Document No.	Description of Document	‼αςο ‼ο. 	
III-10390	Certificate concerning the posi- tions held by the defendant KUEHNE and the periods during which he held these positions, 22 August 1947.	20	
	Tlease insert this document after document NI-5525, Exh. 301, Doc. Jook XI:		
NE-5723.	Excerpt from Hembership cards of the NEDAF concerning party membership of the defendant KUEHNE.	23	
	Tlease insert this document after document NI-5129, Exh. 303 Doc. Book NI.	20	
NI-17.089	additional affidavit by SCHWEI- DER of 22 September 1947 supple- menting his statement of 26 april 1947 (Doc. NI-5846, Exh. 318, Doc. Jook NI) with respect to defendant's income.	24	¥
	llease insert this document after document NI-6846, Emh. 318, Doc. Book NI.		
111-7.7.343	Certificate concerning the post- tions held by the defendant von SCH.ITZLES and the periods during which he held these positions, 25 September 1947.	26	
	Please insert this document after document WI-13.039.		0.01-
NI-11409	Afficialist of Ernst A.Str	155	30
Ni - 8484	Official Jacette of 3 Dec. 1941		32
NI - 2567	Official Garette for Xorraine Scorpt of the unagain " Nestwark His	L. Lu H'	33
NI - 8209	Theorph of the unagarun Newtunan 150pl. 19	943	37

Exhibit No.

6

Otto AMBROS

In the Position-list Otto AMBROS the following corrections should be made according to my knowledge:

POSITIONS (As listed in Appendix A)	PERIOD
1. Member of the Vorstand.	1938 - 1945
2. Member, Technischer Ausschuss (Technical Committee).	1938 - 1945
 Chief of the Plants at Auschwitz, Schkopau, Ludwigshafen, Huels, Gendorf Dyhernfurt, and Falkenhagen. 	,
This statement is incorrect - either "Betriebsfuehrer" (plant leader is meant by Chief of Plants,	
then only of Schkopau or if technical responsibility is mean	
then Ludwigshafen - Organic plants Schkopau Huels 19.5.38 - 8.11.38 Manager,	1938 - 1945 1936 - 1945
then until 1945 Aufsichtsrat <u>Auschwitz</u> Buna and Montan sphere <u>Gendorf</u> <u>Dyhernfurth</u> <u>Falkenhagen</u> construction only	1941 - 1945 1940 - 1945 1940 - 1945 1943 - 1945
Zweckel <u>Holten</u> and plants abroad.	1937 - 1945 1934 - 1945
4. Member of the Chemikalien Ausschuss (Chemicals Committee).	1938 - 1945
 Chairman of the Kommission Kunststoff und Kautschuk (Plastics and Rubber Committee). 	1938 - 1945
6. Chairman of the Kommission fuer Waschr stoffe (Detergent Raw Materials Commit	oh- 1940 - 1945 tee).
7. Chairman of the Zwischenprodukte Kommission (Intermediates Committee).	1936 - 1945
8. Momber of the NSDAP: Dr. Ambros was invited to join on Member until	8,11,38 1945
9. Member of the DAF (German Labor Front)	1937 - 1945

8

TRANSLATION OF DOCUMENT No. NI - 11492 (Page 2 of original)

Otto AMBROS

POS	ITIONS (As listed in Appendix A)	PERIOD	
10.	Wehrwirtschaftsfuehrer (Military Economy Leader).	1941 - 1945	
11.	Holder of the Ritterkreuz des Kriegsver- dienstkreuzes (Knight's Cross of the War Merit Cross).	1945	
12.	Chief of the Sonderausschuss Kunststoffe (Special Committee Plastics) of the Reich Ministry of Armaments and Munitons: Dr. Ambros was never a member of this committee; can be deleted.		
13.	Special Consultant to Chief of the Ab- teilung Forschung und Entwicklung, Vier- jahresplan (Research and Development Department in the Four Year Plan): This department is unknown to Dr. Ambros; can be deleted.		
14.	Chief of the Sonderausschuss "C" (Special Committee C-)	1942 or 43 -1945	
15.	Hauptausschuss Pulver- und sprengstoff (Main Committee Powder and Explosives), Ruestungslieferungsamt (Armament Supply Office), Sonderausschuss "C": This is explained by 14) - Dr. Ambros did not hold any position in the Main Department.		
16.	Chief of the Fachabteilung Textilhilf- smittel (Sub-group Textile Auxiliaries), Wirtschaftsgruppe Chemische Industrie, (Economic Group Chemical Industry).	1942 - 1943	
17.	Expert for Buna in the Wirtschaftsgruppe Chemische Industrie (Economic Group Chemical Industry).		
18:	Chairman of the Produktionsausschuss (Production Committee) of the Fach- gruppe Karbid-chemie, Methanol und Holzverkohlung (Sub-group Carbide Chemis- try, Methanol and Charcoal) of the Wirt- schaftsgruppe Chemische Industrie (Economic Group Chemical Industry).	1943 - 1945	
19.	Member of the Aufsichtsrat of Chemische Worke, Huels, G.m.b.H., Huels.	1938 - 1945	

O

Otto AMBROS

COSITIONS (As listed in Appendix A)

IERIOD

- 20. Member of the Aufsichtsrat of Chemische Fabrik Holten G.m.b.H., Oberhausen-Holten. Dr. Ambros does not know that there was an Aufsichtsrat in the Chemische Fabrik Holten; can be deleted.
- 21. Member of the Aufsichtsrat of Steedener Kalkwerke G.mb.H., Dehrn-Lahn: Dr. Ambros does not know of this position in the Aufsichtsrat of Steedener Kalkwerke G.m.b.H.; can be deleted.
- 22. Manager of Anorgana G.m.b.H., Frankfurt. 1941 1945

(Page 3 of original)

- 23. Manager of Luranil Baugesellschaft m.b.H., 1940 1945 Ludwigshafen.
- 24. Manager of Monturon G.m.b.H., Falkenhagen: can be deleted as Monturon did not operate; can be deleted.
- 25. Deputy Manager of Buna Werke G.m.b.H., 1936 1945 Schkopau.
- 26. Hember of the Arbeitsausschuss (Working Committee) of the Deutsch-Koloniale Gerbstoff Gesellschaft G.m.b.H., Karlsruhe.
- 27. Member of the Aufsichtsrat of Fuerston- 1942 1944 grube G.m.b.H., Kattowitz, Foland.
- 28. Member of the Verwaltungsrat of S.A. de 1941 1944 Matieres Colorantes et de Froduits Chimiques, Francolor, Faris.
- 29. Committee Chief in the Armament
 Ministry:
 Chief of Ring (Ringleiter) is an error,
 since /applies only to the/(translator's note)
 Mochanical Industry.

(Fage 4 of original)

Corrections to the Fosition-list Dr. Ambros:

Add 13)

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After looking into the photostat "Flan of the Administration of the Four Year Plan", NI-4705, Dr. Ambros deems it possible that such a function was once formally allotted

TRANSLATION OF DOCUMENT No. NI - 11492

for him by Dr. Krauch. The fact that he no longer remembers this commission explains at the same time that practical activity never took place.

Add 15)

This point is adjusted under 14.

Add 19)

Attitude already shown in the explanation under point 3.

Add 20)

Dr. Ambros was I.G. representative in the Company Members' Meeting (Gesellschafter-Versammlung) of Chemische Fabrik Holten G.m.b.H., Oberhausen-Holten.

Add 21)

0

The Steedener Kalkwerke had no Aufsichtsrat; Dr. Ambros morely took eare of the technical interests within the frame of the Buna plant Ludwigshafen.

Add 29)

Ringleiter in the Armament Ministry: Ringleiter is incorrect as this designation applies only to the Mechanical Industry.

TRANSLATION OF DOCUMENT No. NI-11492

(Page 5 of original)

Upon the request of the prosecu tion, the defendant Otto AMBROS has checked, corrected and completed the foregoing statement concerning himself.

This is certified by Dr. Drischel, defense counsel for Otto AMBROS.

Nuernberg, 1 October 1947

(Signed) Dr. Wolfgang ALT
Assistant to Dr. Drischel
Defense Counsel

(Signed)
Walter T. Sphenfeld
Representative of
OCGWC

CERTIFICATE OF TRANSLATION

I, Walter T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 11492.

WALTER T. SCHONFELD ETO 34433

DOCUMENT 10. MI-10417 OFFICE SHIEF OF COUNTYL FOR WAR CRIMES

(page 1 of orginal)

P. FAS TO IN

To the

Gonaral Socrotary

Justico Palaco

Murnborg

I beg to kindly bring the onelosed statements to the attention of Fr. Welson (?) in whose presence, I have given my onth on the 2nd inst on my affidavit re my personal standing and my political activities.

sig. P. Faefliger

4th may 1947 - - -

14

(page 2 of original)

P. HAEFLIGER

Statement re my position in I.G. Farben in connection with my Affidavit dated 2nd may 1947

In the said Affidavit my rank within I.G. Farben was defined also of being a <u>Deputy chairman</u> of the Chemical sale combine jointly with Dr. Bernhard Buhl.

This expression however does not explain in any opinion my real position quite correctly.

May I therefore be allowed to draw your attention to the following, leaving it to you after perusal to decide whether you deem an alteration of the text chosen in the Affidavit, appropriate.

From 1925 onwards there were the following 5 board members in the Chamical sale combine vig:

E-Weber-Andreae	chairman	
Dr. B. Bunl	ordinary board member	
Van Thiel	substitute board member	
Hola	do.	
Hnefliger	40-	

There was no question then as remarks the nomination of a deputy chairman. This function or title did not exist. In the absence of Weber-Andreae, his colleague B. Luhl being the senior besides being an ordinary board member, would have and did take

(page 3 of original)

his place, as a matter of course on all official events. without being appointed officially as a deputy chairman.

To make the following quite clear I may here explain:

(page 3 of original contid.)

Contrary to the other sales combines as for instance the important eyestoff sale combine, located in the same building in Frankfurt from about 1929 onwards, the sales activities of chemicals had a direct and immediate influence on the rate of production of the various chemicals. Therefore the technical managements of this branch very soon claimed to supervise and control the commercial sales activities of the Frankfurt central selling department, especially in respect to the various cartel and convention agreements entered into or to be concluded.

So in about 1928 the <u>Chemical Committee</u> was formed by three men, all of them being ordinary (full) board members:

E. Weber-Andreae chairman

Dr. H. Kushne, Leverkusen technical men

Dr. G. Pistor, Bitterfeld, " "

I do not recall whether this committee appeared already at that time as the "Chemical Committee" in an official way, this being officially the case from 1930 or 1931 onwards.

But in fact and in reality already from 1928 onwards those 3 men were the decision conductors

(page 4 of original)

of all Chemical sales quistions of importance. They always jealously guarded their power, withholding for instance from Dr. Buhl, Holm, van Thiel and myself the minutes of their meetings only informing them of decisions pertaining to their respective individual domain.

Together with Dr. Buhl, in the course of the years, I repeatedly protested against this way of procedure. Van Thiel and Holm retired in about 1931 or 1932. But nothing was

(page 4 of original contid.)

changed than in this practice.

In 1936 Mr. Buhl and myself made a formal demand to be received as members in this committee, both however meeting with a refusal. I thereupon wrote a respective letter to the I.G. chairman, Geheimrat Schmitz, but did not even receive an answer from him. (see annex to my questionnaire in Justice Palast).

Then Dr. Pistor in the course of 1938 or early 1937 retired from J.G. on account of age, whereupon two how technical members were taken into the "Chemical Committee" viz:

Dr. Hormann, Hoochst ordinary board monder
Dr. Wurster, Ludwigsharen, substitute "
the latter being about a scora of years younger than Dr.
Duhl and Eyself, so that of course we

(page 5 of original)

resented very much his forming part of this committee toe.

It was only in 1958 that after all these years the Chemical committee was enlarged and composed as follows:

E.Weber-Andreas Frankfurt a.M. chairman

Dr. H.Kuehne, Leverkusen (who without as I believe of licially being appointed viz. chairman)

Dr. Hermann, Hoschst, (who soon afterwards died)

Dr. Wurster, Ludwi shafen

Dr. Ambros, Oppnu

Dr. Buergin, Bitterfold

Dr. B. Buhl, Frankfurt a.M. Haefliger do.

(page 5 of original contia.)

(1.a. 5 members from the technical side and 3 members from the commercial side)

It was a rest amongst the three commercial members desired then in Frankfurt in an informed way, that in case of the absence of Weber-Andreas, Dr. B. Buhl as the senior, should represent the Chemical sales departments in his stead at all official events (such as receiving and addressing important visitors, funerals where I remember he spoke many times in this place of Weber-Andreas, as well as all questions pertaining to the staff, relations with the Betriebsart etc.) Although Dr. Buhl was by profession a doctor of law, he very soon after his entrance in Griesheim-Electron in 1920 or so (he was a member of Generaldirector Plieninger) and later I.G. devoted himself more and more with economic and commercial questions besides

(page 6 of original)

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his letal work and therefore can be looked upon as a commercial man. This in parenthises.

As to marely converced matters for the current bussiness as for instance the ap-called Procurists meetings which had to be convened from timelto time for current commercial business. Of general interest (as foreign questions, restriction, transportations questions, transfer possibilities, eneral market conditions, advertising etc.) Dr. Buhl arranged with me that I should take care of this in the absence of Mober-Andreas. So it was really Dr. Buhl who might be called a deputy chairman and even in that case it was no official title. This arangement did by no means in volve that Dr. Buhl or myself, would take the place of Weber-Andreas in this absence, in the Chemical committee, which is a

(page 6 of original cont'd.)

further prove that the arrangement between the three Frankfurt members was only an internal measure within the Frankfurt office.

In the Chemical Committee, Dr. H. Ruchne continuod to take the chair in the absence of Weber-Andreae, this case however occurring very seldom because Weber-Andreae always had (reat value to convene such meetings so that he was abla to attend to them.

This state of affairs lasted well into the war years. If I remember correctly in about 1942 the committe was onlarged once more after the death

(page 7 of original)

of Dr. Buhl by an accident, the members being then

E. Weber-Andreae , Frankfurt a.M.

Dr. Kushne

Loverkusen

Dr. Buergin Bitterfeld

Dr. Wurster

Ludwisshafen

Dr. Ambros,

12

Oppau

Dr. Winnacker,

Hoachst

Dr. Haberland

Leverkusen/Uerdingen

Haefliger,

Frankfurt a.M.

(1.e. 6 technical men and 2 commercial men)

Essides several others used to be invited regularly to those meetings, besides Dr. ter Meer being often present as he stayed in the house, especially Mr. v. Heider and Lir. Borgwardt, leading commercial mon in Frankfurt, who were conversant with the current chemical business in Frankfurt a.k. I myself had retired practically from 1940 onwards from the chemical branch, looking from then on chiefly to the lightmetal and ferro-alloy business forming (page 7 of original contid.)

competed the Chemical sales combine and taking a second demicile in Berlin, so that for this reason too, I could not represent in Frankfurt, Mr. Weber-Andreas, as remarks current business pertaining to the house. It was in fact Mr. von Heider, not being a board member but a presuntive one that took charge of it when Weber-Andreas was absent on other-what prevented. As a board member and the senior after Weber-Andreas, I took the chair only when I happend to be present in Frankfurt in the so-called procurist meetings but it was always

(page S of original)

a matter of purely form, as being out of the run of Frankfurt office. Affairs and questions, it was in reality von Heider or Mr. Bergwardt who were conducting these meetings. Weber-In reme by then had entrusted the former the anorganic chemical sector and the latter with the fast growing organic chemical sector. The staff questions and the supervision of the Directions-Abteilung were also placed in the hands of von Heider.

After the death of Waber-Andreas in October 1945 Dr. von Schmitzler became appointed chairman of the chamical sale combine, who with the consent of Geheimrat Schmitz established von Heider, Borgwardt and myself in a co-ordinate position for the anorganic, organic and metal sector respectively, von Heider being besides entrusted to look after the Directions-Abteilung and general staff questions. Seing a board member and the oldest of the three, also by years of service, it was natural that I acted as the substitude of Dr. von Schnitzler in this absence or prevention for the procurist meetings. Due this case very rarely occured in the short time until the end of the war. Dr. von Schnitzler took the chair too in

(page 8 of original contid.)

in the chamical Countitie which was between the death of Weber-Andreae and his appointment, presided by Dr. H. Kuchne who was the present him in case of his absence.

(page 9 of orl inal)

The above is a true account of the actual situation to the best of my memory on which I am ready to confirm it by oath. I now leave it to you to decide whether in the sense of the questionnaire re my position and of the sworn Affidavit, it is correct to call me a substitute chairann of the chamical sale combine. But I should like to surject and to move that this statement be annexed to the Affidavit sworn by me on the 2nd inst.

Nurnberg 4th may 1947

Paul Haefliger

[&]quot; A GERTIFIED TRUE COPY "

TRANSLATION OF DOCUMENT No. NI-10161
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES

Dr. Dr. Otto N e l t e Defense Counsel at the Military Tribunal in N u e r n b e r g

> Nuernberg, 23 September 1947 Maximilianstrassee 27

To

Military Tribunal No. VI

Nuernberg.

Rs: Defense of the defendant Heinrich H o e rl e i n in the trial against Krauch and others.

Concerning Dicument NT -- 9758, Exh. 295, Book 11, Page 84

The above document is incomplete and partly based upon faulty information. It is supplemented and corrected as follows:

Position,	Period,	Line	2,	reads:	should		
1	II		19	321945	1931		
5	II		19	321945	193 <u>1</u>	-	1945
8	и			-1945	1936	-	1945
11	и			-1945	1936	-	1945
12	11			-1945	1937	-	1945
13	11		19	933-	1932	-	1943

15 Text instead:
(Chief, Pharmaceutical and Plant Protective Agents-<u>Departments</u> in Elberfeld and Leverkusen)
should read correctly;

Chief, Pharmaceutical and Plant Protective Agents-Laboratories and Plants in Elberfeld and Leverkusen (See foot note at the end)

21	Period	reads: should read correctly 1937 - 1945
24	11	<u> 1932 - 1945</u>

Foot note to Point 15 :

In order to avoid any confusion with the Scientific Propaganda Department of Dir. Dr. Mertens of Leverkusen. Who was subordinated to Director Mann, and which belonged to the dales Combine, it is proposed to replace the word "Departments" by the more accurate expressions "Laboratories and Plants", which were part of the Works Combines. (No. 3 of the Document 6787)

(Page 2 of original)

CERTIFICATE

Upon the request of the prosecution, the defendant, Heinrich H c e r l e i n has checked, corrected and completed the foregoing statement concerning himself.

This is certified by Dr.Dr. Otto N e 1 t e, defense counsel for Heinrich H o e r 1 e i n. Nuernberg, 23 September 1947

> (Signed) Dr. Otto NELTE Defense Counsel

(Signed;) <u>Walter Schonfeld</u> Representative of OCCWC

0

CERTIFICATE OF TRANSLATION

I, Walter T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI -- 10161.

WALTER T. SCHONFELD Civilian, ETO 34433

August von KNIERIEM

-			
PO	SITIONS (As listed in Ampendix A)	PE	RIOD
1.	Member of the Vorstand.	1925 -	1945
2.	Member of the Zentralausschuss (Central Committee).	1938 -	1945
3.	Chairman, Rechtsausschuss (Legal Committee) and Patent-Ausschuss (Patent Committee) of Farben.	1932 -	
4.	Member, NSDAP.	1942 -	1945
5.	Member, DAF (German Labor Front).	1934 -	1945
6.	Member, NS Rechtswahrerbund (National Socialist Lawyers Association).		, .
7.	Member, Deutsche Adelsgesellschaft (German Society of Nobles).		
8.	Member, Ausschuss fuer Patent-Muster- Zeichenwesen (Committee for Patents and Trademarks), Reichsgruppe Indus- trie (Reich Group Industry):	1931 -	1945
	Since 1931 V.K. was member of the corresponding committee within the Reich Association of German Industry, from which emanated the Reich Group Industry after 1933.		
9.	Member, Ausschuss fuer Marktordnung und Betriebswirtschaft (Committee for Mar- ket Regulation and Business Economics), Reichsgruppe Industry (Reich Group Industry).	1932 -	1945
2	Since 1931 v.K. was member of the corresponding committee within the Reich Association of German Industry, from which emanated the Reich Group Industry after 1933.	993	
^	Manhau Bachtausasahusa / sina 3 Can	1070	2045

10. Member, Rechtsuasschuss (Lekal Com-mittee), Reichsgruppe Industrie (Reich Group Industry).

Since 1931 v.K. was member of the corresponding committee within the Roich Association of German Industry, from which emanated the Reich Group Industry after 1933.

1932 - 1945

Georg von KNIERIEM

POSITIONS (As listed in Appendix A)

PERIOD

- 11. Member of sub-committee for Aktienrecht (Corporation Law), Reichsgruppe Industrie (Reich Group Industry);
- Member of sub-committee for G.m.b.H., Recht (Law for Limited Companies), Reichsgruppe Industrie (Reich Group Industry).
- 13. Member of sub-committee for Eigentumsvorbehalt (Law of Conditional Transfer of Property), Reichsgruppe Industrie (Reich Group Industry

O.

(Page 2 of original)

- 14. Member, Akademie fuer Deutsche Recht
 (Academy for German Law), on account of
 incorporation of the Working Association
 for Legal Protection of Industry and
 Copyright listed under point #26 into
 the academy approximately in 1936.
- 15. Chairman, Ausschuss fuer das Recht des geistigen Schaffens (Committee for the Law of Copyright) of Akademie fuer Deutsches Recht (Academy for German Law).
- Ordentliches Mitglied (Full Member)
 Internationale Rechtskammer (International Chamber of Law).
 (Never operated)
- 17. Chairman, Sektion "Gewerblicher Rechtsschutz" (Section "Industrial Legal Frotection"), Internationale Rechtskammer. (Never operated)
- 18. Member, Ausschuss fuer Fragen des gewerblichen Rechtsschutzes (Committee for Questions of Industrial Legal Protection), Internationale Handelskammer (International Chember of Commerce).
- 19. Member, Ausschuss fuer Fragen Internationaler Kartelle (Committee for Questions of International Cartels), Internationale Handelskammer (International Chamber of Commerce).

TRANSLATION OF DOCUMENT No. NI - 11508

George von KNIERIEM

POSITIONS (As listed in Appendix A)

PERIOD

- 20. Member, Kaiser-Wilhelm-Gesellschaft (Kaiser Wilhelm Society).
- 21. Member, Aufsichtsrat, Anorgana G.m.b.H. Frankfurt.
- 22. Momber, Verwaltungsrat, Stickstoff Syndicat G.m.b.H., Berlin.
- 23. Geschaeftsfuehrer (Manager) 1932 1945 Ammoniakwerk Merseberg, G.m.b.H., Merseberg.
- 24. Board Member, International Hydrogenation Returns Co., The Hague, Holland. /Engineering x) 1936 - 1945
- 25. Board, Member, International Hydro-) 1936 1945 genation Patents Co., The Hague,)
 - x) In these companies I.G. Farben had no direct or indirect participation. Only one meeting took place.

POSITIONS (not_listed in_Appendix A)_

- 26. Chairman of the Deutsche Arbeitsgemeinschaft fuer gewerblichen Hechtsschutz und Urheberrecht (German Working Association for Legal Protection of Industry and Copyright).
- 27. Member, Kartell-Ausschuss der Since crea-Wirtschaftsgruppe Chemie (Cartel ticn -1945 Committee, Wirtschaftsgruppe Chemie)
- 28. Member, Patent-Ausschuss (Patents about 1932 1945 Committee) Association pour la Frotection de la Propriete Internationale, Faris.

The greatest part of the positions of Mr. v. Knieriem is due to his reputation as expert in patent, cartel and corporation questions.

TRANSLATION OF DOCUMENT No. NI - 11508

Georg von KNIERIEM

(Page 3 of original)

Upon the request of the prosecution, the defendant August von KNIERIEM has checked, corrected and completed the foregoing statement concerning himself.

This is certified by Dr. Horst Pelckmann, defense counsel for August von KNIERIEM.

Nuernberg, 26 August 1947

(Signed;) PELCKMANN
xxxxxxxxxxxxxxxxxxxxxx

CERTIFICATE OF TRANSLATION

I, Walter T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 11508.

WALTER T. SCHONFELD Civilian, ETO #34433

TRANSLATION OF DOCUMENT No. NI - 10390 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES

Hans KUEHNE

POSITIONS (1: 14:564 Am Appendix A)	PERIOD
1. Full Member, Verstand.	1,1.1926-31.12.1944
2. Member, Technischer Ausschuss (Technical Committee).	1,1,1926-31,12,1944
 Chief, Arnorganische Kommission (Inorganic Committee). 	1.1.1926-31.7.1943
4. Chief, Betriebsgemeinschaft Niederrhein (Works Combine Lower Rhine).	1,1,1933-31,12,1944
5. Betriebsfuehrer (Plant Leader), Leverkusen plant of Farben.	1.1,1933-31.7.1943
6. Preliminary Member, NSDAP. (red card), then expelled, having been a free Mason. About 1937 communication, that he may again consider himself as Party member forbiding him however to be action to hold a function within the Party. Thereafter, no further steps taken!	, ve
7. Member, DAF (German Labor Front)	. 1934-1945
8. Member, Beirat (Advisory Council Wirtschaftskammer (Chamber of Economics), Duesseldorf.), ?
9. Member, Beirat, Industrie-Abteile (Industrial Department), Wirtsch kammer, Duesseldorf.	ung ? afts-
10. Member, Beirat, Handelskammer (Chamber of Commerce), Munich- Gladbach.	. 7
11. Member, Bezirksarbeitskammer (Di trict Labor Chamber), Essen.	s ?
12. (Translator's Note: Item deleted).
13. Chairman, Aufsichtsrat, Duisburg Kupferhuette, Duisburg.	er Since about 1935
14. Deputy Chairman, Aufsichtsrat, A fuer Lithoponefabrikation, Wuenschendorf/Elster.	.G. Since about 1935 or 1936

THINSLATION OF DOCUMENT No. NI - 10390 (CONT'D)

Hans KUEHNE

POSITIONS (As listed in Appendix A)	PERIOD
15. Dopusy Chairman, Aufsichterat, Erzgesellichert zur Erschliesbung von Nichtelsenmetallen m.b.H., Berlin.	?
16. Member, aufsicitsrat, A.G. fuor Chemische Industrie, Gelsenkirchen- Schalke.	Since about 1933
 Member, Aufsichtsrat, Rheinisch- Westfaelisches Elektrizitsets-Werk A.G., Essen. 	Since about 1935 - Oct. 1945
18. Member, Aufsichtsret, Rheistsche Fluss- und Schwerspatwerke A.G., Frankfurt.	Since about 1939
 Member, Aufsichtsrat, Sachtleben A.G. fuer Bergbau und Chemische Industrie, Koeln. 	Since about 1939
(Page 2 of Original)	
20. Momber, Aufsichtsrat, Chemische W. it Huels G.m. b.H., Huels.	Since Grout 1942
21. Member, Covillemperat, Chemische Fabrik Martingatte J.m.b.H., Fuorstenvald, Corec	Since ebout 1933
22. Goschaul a water: (Waterer), Titan- gostlischeft m. h.H., weverkusen.	Since about 1925
23. Member, Gesellschaftsrat (Company Council) Deutsche Aktivkohle G.m.b.H., Frankfurt.	Since about 1936
24. General Director and Chairman, Vor- stand, Donau Chemie A.G., Vienna, austria.	1939-1945
25. Mender, Aufsichtsrat, Chemische Werke Aussig-Falkenau G.m. b.H., Aussig, Czechoslovakia.	1938-1945
26. Deputy Chairman, Verweltungerat, A.G., Dynamit Nobel, Pressburg, Czechoslovskia.	Since about 1940-1945
27. Mcmber, Aufsichtsrat, Societa Italiana del Litopone, Milan, Italy.	Since about
28. Mcmb r, Aufsichtsrat, Societa Italiana Carboni Attivi, Milan, Italy.	Since about 1937

TRANSLATION OF DOCUMENT No. NI _ 10390 - (CONT'D)

Hans KUEHNE

POSITIONS (As listed in Appendix A)	PERIOD
29. Doputy Chairman, Aufsichtsrat, Lack und Oblindustrie, Zagreb, Yugoslavia.	Since about 1940-1945
30. Chairman, Verwaltungsrat, Bosnische Elektrizitaets A.G., Jajce, Yugoslavia.	Since about 1940-1945
31. Doputy Chairman, Vorwaltungsrat, Stickstoffworke A.G., Maria Rest, Yugoslavia.	Since about 1940-1945
POSITIONS (Not_listed in_Appendix A)	
32. Member, Chemicals Committee. 1926	5-31,12,1944
53. Chairman, Southeast Europe 1938 Committee.	3-31.12.1944

(Page 3 of Original)

Upon the request of the prosecution, the defendant Hans_KUEHNE has chacked, corrected and sumplement the foregoing statement, conserning himself.

This is ocre. ied by Dr. Lummort, defense counsel for Hens KUE(F).

Nurnberg, 22 August 1947

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Signed: Dr. Lummert Defense Counsel

Signed: Walter T. Schonfold Representative of CCCWC

CERTIFICATE OF TR-NSLATION_

I, Walter T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. 10390

WALTER T. SCHONFELD Civilian, ETO #34433

END

-3-

TRANSLATION OF EXCERPTS OF DOCUMENT NO. NI-6711(Dr. Hans KUEHNE OF FIG. OF CHIEF OF COUNSIL FOR WAR CRIMES

Hembership No.: 1708071 First	and last name: Kuehne, Hans, Dr.
Born: 5.6.80	Locality: Magleburg
Profession: Plant Director.	Escheler, Married, Kikamek
Entered: 1.4. 33	
Excl. Laftr According to Duesseld	i. G. 34 (Lod e)
Repealed by Fuehrer's amnesty Rexmisers	of 00.7.39 A.Z. IIIs- 103591
nesidence: LWiesdorf, Scher	kendorfstr. 6
Local Group: Leverkusen	Gau: Duesseldorf
Residence:	
Local Group:	Gau:
Residence:	
Local Group:	Gaut

CLEFFICATE OF THE USLATION

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I, Walter T. SCHOLF_LD, ETO No. 34453, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerct of Document No. NI - 5711.

Walter T. SCHOFFELD Civilian, ETO 34455

HIND

TRANSLATION OF DOCUMENT No. NI - 11089 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Christian SCHNEIDER, know that I make myself liable to punishment by a false affidavit and state herewith under oath that my statement corresponds with the truth and was rendered in order to be presented into evidence before the Military Tribunal No. VI:

Supplement to my affidavit of 24 April 1947, Document Book XI, Exhibit No. 318, Para. 7:

In my curriculum vitae (NI - 6846), given on 24 April 1947, I have given a preliminary account under the heading "Income", which, after having looked into my files from Rosenthal, has to be corrected. My income resulting from my profession in the years 1934 to 1945 was as follows:

	Salary	Gratuities (Tantieme)	Singular Special Bonus	Total
1934 1935 1936 1937 1938 1939 1940/44 1945	30.000 30.000 30.000 50.000 50.000 50.000 50.000	71.400 71.400 90.440 90.440 105.032 105.032 127.144 95.358	12.000	101.400 101,400 120.440 120.440 167.032 155.032 177.144 131.438

As far as could be determined from available tax records, my total income in the period in question was as follows:

	Income	Income Tax	Net Income
1934 1935 1942 1943	105.928 106,244 176.571 197,593	37.000 98.490 112.225	7 69.244 78.081 85.368

Nuernberg, 22 September 1947

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Signed: Dr. Christian SCHNEIDER

The signature appearing on the right was executed by Dr. Christian Schneider in my presence and is herewith verified.

(Signed:) Dr. Dix Defense Counsel

TRANSLATION OF DOCUMENT No. NI - 11089 CONT'D

CERTIFICATE OF TRNASLATION

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I, Walter T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 11089

WALTER T. SCHONFELD Civilian, ETO 34433

TRANSLATION OF DOCUMENT No. NI-11343 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR ORIMES

Georg von SCHNITZLER

POSITIONS and MEMBERSHIPS (As listed in Appendix A)	PERIOD
1. Member of the Vorstand of I. G. Farben.	1926 - 1945
 Member of the Zentralausschuss (Central Committee) of I.G. Farben. 	1930 - 1945
 Chairman, Kaufmaennischer Auss- chuss (Commercial Committee) of I. G. Farben. 	1937 - 1945
4. Chief, Verkaufsgemeinschaft Farb- stoffe (Sales Combine Dyestuffs) of I.G. Farben (jointly with Mr. Waibel, died Febr. 1945).	1930 - 1945
 Chairman of Directorate of the Verkaufsgemeinschaft Chemikalien (Sales Combine Chemicals) of I.G. Farben. 	1944 - 1945
6. Chairman, Farben-Ausschuss (Dye- stuffs Committee) of I.G. Farben.	1927 - 1945
7. Chairman, Chemikalien-Ausschuss (Chemicals Committee) of I.G.Farben.	1944 - 1945
8. Nember of NSDAP.	1937 - 1945
9. Member of the SA Hauptsturmfuehrer (Captain)	1934 - 1945 since 1938
10. Member, DAF (German Labor Front)	1934 - 1945
11. Member, NSKK.	1933 - 1934
12. Wehrwirtschaftsfuehrer (Military Economy Leader).	1942 - 1945
13. Member, Grosser Beirat (Greater Advisory Council), Reichsgruppe Industrie (Reich Group Industry).	1934 - 1945
14. Chairman, Staendiger Ausstellungs- und Messe-Ausschuss (Permanent Committee for Exhibitions and Fairs), Reichsgruppe Industrie (Reich Group Industry).	1934 - 1945

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TRANSLATION OF DOCUMENT No. NI -11343 (CONT'D)

Georg von SCHNITZLER

	TIONS and MEMBERSHIPS listed in Appendix A)	PERIOD
15.	Chairman, Ausschuss fuer Indus- trielle Wirtschaftswerbung (Com- mittee for Economic Propaganda of Industry), Reichsgruppe Industrie, (Reich Group Industry).	1935/36- 1945
16.	Member, Aussenhandels-Ausschuss (Committee for Foreign Trade), Reichsgruppe Industrie, (Reich Group Industry).	7
17.	Deputy Chairman, Wirtschaftsgruppe Chemische Industrie (Economic Group Chemical Industry).	1935 + 1941
	(Page 2 of original)	
18.	Chief, Fachgruppe 16, Teerfarben und Teerfarben-Zwischenprodukte (Sub-Group 16, Tar Dyes and Tar Dye Intermediates), Wirtschafts- gruppe Chemische Industrie (Economic Group Chemical Industry).	1935 - 1945
19.	Member, Werberat der Deutschen Wirtschaft (Council for Propaganda of German Economy).	1933 - 1945
20.	Representative of German Group in Vier-Parteien-Farbstoff-Kartell (Dyestuffs Four-Party Cartel).	1932 - 1939
21.	Chairman, Zwischenstaatlicher Deutsch-Belgischer Ausschuss fuer die Verstaerkung der gegenseitigen Wirtschaftsbeziehungen (Interstate German-Belgian Committee for the strengthening of the mutual economic relations).	1937 - 1940
22.	Vice-President, Schiedsgerichtshof der Internationalen Handelskammer (Court of Arbitration, Interna- tional Chamber of Commerce).	1941 - 1944
23.	Deputy Chairman, Deutsch-Italienische Studienstiftung (German-Italian Studies Foundation).	

TRANSLATION OF DOCUMENT No. NI - 11343 (CONT.D)

Georg von SCHNITZLER

	ITI NS and MEMBERSHIPS listed in Appendix A)	PERIOD
24.	Member, Deutsch-Spanische Gesell- schaft (German-Spanish Society).	
25.	Member, Deutsch-Franzoesische Gesell- chaft (German-French Society).	
26.	Member, Directorate, Deutsche Gruppe der Internationalen Handelskammer (German Group of International Cham- ber of Commerce).	1930 - 1945
27.	Chairman, Verwaltungsrat, Gesell- schaft fuer Verkaufsfoerderung (Company for Sales Promotion).	1937 - 1942
28.	Chairman, Verwaltungsrat, Chemische Werke Dornach, G.m.b.H., Muelhausen-Dornach.	1941 - 1945
29.	Chairman, Frankfurt-Hesse Regional Beirat (Advisory Council), Deutsche Bank.	1934 - 1945
30.	Vice Chairman, Deutscher Soda- und Aetznatronverband, Berlin.	1944 - 1945
31.	Member, Aufsichtsrat, Ala-Anzeigen A.G., Berlin.	1935 - 1945
32.	Member, Aufsichtsrat, Kalle & Co., A.G., Wiesbaden-Biebrich.	1935 - 1945
	(Page 3 of original)	
33.	Chairman, Aufsichtsrat, Chemische Werke Aussig-Falkenau, G.m.b.H., Aussig, Czechoslovakia.	1939 - 1945
34,	Vice-Chairman, Aufsichtsrat, Sociedad Electro-Quimica de Flix, Flix, Spain.	1944 - 1945
35.	Member, Aufsichtsrat, S.A. de Matieres Colorantes et Produits Chimiques, Francolor, Paris, France.	1941 - 1945
36.	Member, Aufsichtsrat, Aziende Colori Nazionali Affini S.A., Milan, Italy.	1932 - 1945

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TRANSLATION OF DOCUMENT No. NI - 11343 (CONT'D)

Georg von SCHWITZLER

POSITIONS and MEMBERSHIPS (not listed in Appendix A)

PERIOD

- 37. Member, "Engerer Beirat", Economic Group Chemical Industry.
- 1934 1941
- 38. Member of Union Intellectuelle Europeene, Deutscher Kulturbund.

1925 - disolution (1933)

- 39. Deutscher Generalkommissar fuer Welt-Ausstellung Barcelona (German Commissioner General for the World Fair, Barcelona) 1929
- 40. Badener Rennclub (Races Club, Baden)
- 41. Frankfurter Rennverein (Races Club Frankfurt).
- 42. Union-Club, Berlin.
- 43. Frankfurter Golfclub (Golf Club, Frankfurt).
- 44. Yachtclub von Deutschland Yacht Club of Germany)

(Page 4 of original)

Upon the request of the prosecution, the defendant Georg von SCHNITZLER has checked, corrected and completed the foregoing statement concerning himself.

This is certified by Dr. Siemers, defense counsel for Georg von SCHNITZLER.

Nuernberg, 25 Sept. 1947

(Signed:)_Dr._Siemers_ Defense Counsel

(Signed): <u>Walter Schonfeld</u> Representative of OCCWC

CERTIFICATE OF TRANSLATION

I, Walter T. SCHONFELD, ETO No. 34433, hereby certify that I em thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 11343.

WALTER T. SCHONFELD Civilian, ETO 34433. eviel of 12k.

TRANSLATION OF DOCUMENT No. NI-11409 OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Ernst August STRUSS, Director of the I.G. Farbenindustrie Aktiengesellschaft from 1934 - 1945, Chief of
the Tea Office of the I.G. Farbenindustrie A.G. from 19261945, Secretary of the Technical Committee of the Vorstand
of the I.G. Farbenindustrie A.G. from 1924 - 1945, Chief
of the Sparte II of the Liaison Office (Vermittlungsstelle)
W and from 1943 - 1945 Chief of production of the whole
German Dyestuff Industry in the framework of the Economic
Group Chemical Industry (Wirtschaftsgruope Chemische
Industrie), and from 1 December 1945, employee of the Control Office of I.G. Farbenindustrie (CMGUS), Frankfurt on
the Main, APO 757, Postmaster, U.S. Army, having been
warned that I will be liable to punishment for making a
false statement, declare herewith under oath of my own free
will and without coercion, the following:

The chart NI - 10008 with the heading "Froduction of the I.G. and of companies controlled by I.G., for 18 important products" (Produktion der I.G. und von der I.G.kontrollierter Gesellschaften fuer 18 wichtige Erzeugnisse), contains as well the production of <a href="mailto:state-s

Looking through documents not yet filed, I have now found a document of 20 September 1943 from which the production of Wolfen also, from 1939 until incl. III quarter of 1943, can be seen. Thus, different figures are resulting for the total production of stabilizers for these years.

Old figures of the chart

New figures

Production in 1000 tons

	<u>Uerdingen</u>	Molfe	n <u>Total</u>	<u>u</u>	erdinge	n <u>Jolfe</u> r	Total
1939 1940 1941 1942 1943	2,7 . 3,- 3,5 4,2 5,4	1,- 2,7 5,- 5,5	2,7 4,- 6,2 9,2 10,9	1939 1940 1941 1942 1943	2,7 3,1 3,5 4,2 5,5	0,6 2,4 3,2 5,4 6,-	3,3 5,5 6,7 9,6 11,5
1940					uarter_		

I have carefully read the statement as above consisting of 1 page and have signed it personally. I have made the necessary corrections in my own handwriting and initialed them, and I declare herewith under oath that I have said the full truth according to the best of my knowledge and conscience.

(Signed): Dr. Ernst A. STRUSS Tr. ERNST A. STRUSS

Sworn to and signed before me this 24th of September, 1947 at Frankfurt am Main, Germany, by Dr. Ernst A. STRUSS, known to me to be the person making the above affidavit.

(Signed): Karl Kalter
KARL KALTER, AGO-No. D231664
Office Chief of Counsel
for War Crimes,
U.S. War Dept.

END

CERTIFICATE OF TRANSLATION

I, Peter P. ARONS, ETO No. 2365, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 11409.

PETER P. ARONS ETO #2365

Ex. 1214

TRANSLATION OF EXCESPIS OF DOC.NI-8484-OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRINIS.

Official Gazette

of the

CHIEF OF CIVIL AMINISTRATION IN ALSAEZ.

1941 Published in Strassburg, 3 December 1941 No. 41.

Decree
pertaining to the Taking Over and Utilization
of French property in Alsace,
dated 1 December 1941.

Article 1.

The Chief of the civilian administration in Alsace is authorized to confiscate French property for the Reich in pursuance of the valid provisions under which said property is subject to confiscation.

Confiscation will be effected through decree of the Chief of the civilian administration in Alsace or the office authorized by him.

The value of the confiscated property is to be determined according to directives issued by the Chief of the civil administration.

Article 2.

The confiscated property may be utilized. Such utalization will be effected according to the principle of an orderly business management with consideration shown for the special interests of the war economy and the new order in Alsace.

Article 3.

The requisite legal and administrative provisions for the execution and supplementation of this decree are to be issued by the Chief of the civil administration in Alsace, Finance and Economy Department, and the Administrative and Police Department jointly.

Strasbourg, 1 December 1941

The Chief of the Civil Administration in Alsace Robert Wagner Gauleiter und Reichsstatthalter.

CERTIFICATE OF TRAUSLATION

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of document No.NI-9484.

ELVIRA RAPHAEL

3 October 1947 AGO B

AGO B 397972.

Ex. 1213

TRANSLATION OF DOCUMENT No. NI-2567 OFFICE OF CHIEF OF COULSEL FOR WAR CHINES

(Title - page)

OFFICIAL GAZETTE (Verordnungsblatt)

for

LORRAINE

Rubber stamp:

Chief Prosecutor at the District Court Metz

Rubber stamp:

Office of the Prosecutor District Court Mets

1940 * Published by the Chief of the Civilian Administration * No. 1 in Lorreine.
Sharbrucken, 24 August 1940

The Fuehrer has appointed me as CHIEF OF THE CIVIL ADMINISTRATION IN LORRAINE.

My office is located in

SAARBRUECKEN, 15 HINDENBURGSTRASSE.

Decrees and announcements for Lorraine will, in future, be published in this Official Gazette.

Decrees previously enacted and still valid are reprinted herein.

Saarbruecken, 12 August 1940

Chief of the Civil Administration

Buerckel

Ex. 1213

TRANSLATION OF DOCUMENT No. NI-2567 OFFICE OF CHIEF OF COULSEL FOR WAR UNTILES

(Title - page)

OFFICIAL GAZETTE (Verordnungsblatt)

for

LORPAINE

Rubber stamp:

Chief Prosecutor at the District Court Netz

Rubber stamp:

Office of the Prosecutor District Court Metz

1940 * Published by the Chief of the Civilian Administration * No. 1 in Lorraine.

Starbrucken, 24 august 1940

The Fuehrer has appointed me as CHISF OF THE CIVIL ALMINISTRATION IN LORRAINE.

ly office is located in

SAARBRUECKEN, 15 HINDENBURGSTRASSE.

Decrees and announcements for Lorraine will, in future, be published in this Official Gazette.

Decrees previously enacted and still valid are reprinted herein.

Saarbruecken, 12 August 1940

Chief of the Civil Administration

Buerckel

(page 2 of original)

No. 8

Decree

on the subject of proper management and administration of undertakings and plants in occupied territories.

(Business Management Decree) dated 23 June 1940.

In order to safeguard the provisioning of the population in the occupied territories, it is necessary to maintain the entire economy to the largest extent possible. Frowided no other regulations are issued for urgent reasons, all undertakings and plants in the fields of industry, food, agriculture, forestry and timber will continue to operate. In particular, the proper management and administration of the undertakings and plants must be safeguarded.

By virtue of the authority of the Fuehrer and Supreme Commander of the Wehrmacht, I decree the following:

Paragraph 1.

. The responsible heads of undertakings and plants in the fields of industry, food agriculture, forestry and timber are bound to administrate their business properly and to continue their management.

Paragraph 2.

- 1. If proper management and administration are not ensured owing to the absence of the persons in charge or for other compelling reasons, the Army Groups and the agencies explicitly authorized by them may appoint official administrator (kommissarischen Verwalter) for such undertakings and plants. The appointment of an official administrator is effected by the handing over of the certificate of appointment, to which is attached a copy of this decree. The official administrator is not entitled to transfer the official administration to a third party.
- For the duration of the official administration the rights of the occupant or proprietor or any other authorized representative or administrator are suspended.
- 3. The Army Groups or the agencies authorized by them shall, if possible, report the appointment of an official administrator to the persons named under 2 as well as to the persons entrusted with the keeping of public records (land register (Grundbuch) Commercial and Corporation register (Handels- und Genossenschaftsregister) etc.).

THANSLATION OF DOCUMENT No. W1-2367 CONTINUED

(page 2 of original, cont'd)

Paragraph 3.

- The official administrator is authorized to represent the respective undertaking or plant in all judicial and non-judicial matters and actions that are part of the business of such undertakings or plants. The appointment as official trustee (rommissarischer Leiter) substitutes within the limits of this decree any special power of attorney required by law.
- Only with the explicit prior approval by the Army Group or by the agency authorized by it, may the official administrator
 - a) change the line of business or the legal form of an undertaking,
 - b) perform legal acts which result in the sale or liquidation of the enterprice or plant.

Paragraph 4.

It is the duty of the official administrator to apply the same care in the conduct of the business as would a regular business man or administrator. He is responsible to the agency which appointed him for all damages resulting from the violation of these duties and he may be removed from office at any time.

The costs of the official administration are borne by the undertaking or the plant. The agency which appointed the official trustee decides as to his salary and the compensation of his expenses.

Paragraph 5.

If either the proprietor or the manager in charge or the official administrator of an undertaking or a plant violates the regulations of this decree, he will be liable to imprisonment or fine or both.

Paragraph 6.

This decree enters into effect with the occupation of the territory.

THE SUPREME COLLANDER OF THE ARLY.

TRANSLATION OF DOCUMENT No. NI-2567 CONTINUED

CERTIFICATE OF TRANSLATION

25 Deptember 1947

I, Julius STEUER, No. A 442654, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-2567.

Julius STEUER No. A 4b2 654 TRANSLATION OF DOCULENT NO.

Utilization of enemy property in Lorraine .

The Chief of the Civil Administration has decreed as follows in the 12. implementation order concerning enemy property of 28 July 1943:

Article 1

(1) The utilization of property which is considered enemy property, and the property of enterprises—directly or indirectly under decisive enemy influence—as far as real property, plants, partnerships and objects of art are concerned, is blocked. This regulation is to become effective immediately.

(2) Exception: the utilization of such property is permissible in favor

a) of the special fund of the Chief of the Civil Administration in Lorraine

b) of war invalids and surviving dependants entitled to provision if the necessary prerequisites have been established by the Chief of the transfer-agency in agreement with the Wehrmacht Welfare Organisation and the provision agencies as well as with the Settlements Referent (Western Branch) of the Plonipotentiary of the Supreme Command of the Wehrmacht for Settlement questions;

c) of applicant settlers who have been designated by the Reich Commissioner for the Strengthening of Germanism and admitted by the Chief of the Civil Administration;

d) of agricultural settlers who have particularly proven themselves in the administration of

property by commission;
e) of persons who lost their liwelihood due to damages caused by the war, and of persons who were re-settled when the BITSCH parade ground was enlarged.

(page 1 of original, cont'd)

(3) The liquidation of enterprises is not considered as utilization in the sense of section I if the real property, partnerships, and objects of art belonging to the property of these enterprises remain under the administration of the transfer agency.

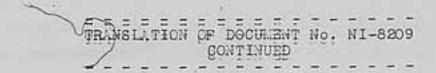
Article 2

Administration by commission is, as far as this is possible to be changed into leases. These leases are to be given for three years.

Article 3

- (1) The evaluation of enemy owned real estate and enterprises is to be examined by the auditing court of the German Reich. On the basis of this examination the Chief of the Finance Division of the Chief of the Civil Administration has the right also in his capacity as representative of the Reich intereststo apply for a new evaluation of the disposed property.
- (2) In order to carry out a re-evaluation an evaluation section is established with the state overhead construction department at Metz. Principles of evaluation are being established for the work of this department.
- (3) On the basis of the re-evaluation the Chief of the Civil Administration or the agency acting as his deputy has the right to change subsequently the sale price (taking over price). This right ceases to be valid on 31. Jan. 1944 in the case of the utilizations which took place before this regulation became offective, otherwise it ceases to be valid after six months after the conclusion of the Contract of sale.

In case the sale price (taking over price) is increased, the applicant is obliged to make the additional payment within a period determined by the transfer agency, unless he decides to cancel the contract of sale within the same period.



(page 1 of original, cont'd)

(3) The liquidation of enterprises is not considered as utilization in the sense of section I if the real property, partnerships, and objects of art belonging to the property of these enterprises remain under the administration of the transfer agency.

Article 2

Administration by commission is, as far as this is possible to be changed into leases. These leases are to be given for three years.

Article 3

- (1) The evaluation of enemy owned real estate and enterprises is to be examined by the auditing. court of the German Reich. On the basis of this examination the Chief of the Finance Division of the Chief of the Civil Administration has the right - also in his capacity as representative of the Reich intereststo apply for a new evaluation of the disposed property.
- (2) In order to carry out a re-evaluation an evaluation section is established with the state overhead construction department at Metz. Principles of evaluation are being established for the work of this department.
- (3) On the basis of the re-evaluation the Chief of the Civil Administration or the agency acting as his deputy has the right to change subsequently the sale price (taking over price). This right ceases to be valid on 31. Jan. 1944 in the case of the utilizations which took place before this regulation became offective, otherwise it ceases to be valid after six months after the conclusion of the Contract of sale.

In case the sale price (taking over price) is increased, the applicant is obliged to make the additional payment within a period determined by the transfer agency, unless he decides to cancel the contract of

sale within the same period.

TRANSLATION OF DOCULENT NO.NI-8209

(page 2 of original)

Article 4

Special decision is reserved concerning the contracts of sale which up to this day have been submitted by the transfer agency to the Chief of the Civil Administration.

Article 5

As far as utilization is permissible according to article 1, cases with a sale value of up to 5000 RM are decided by the Lorraine transfer agency, other cases are decided by the Chief of the Civil Administration.

CERTIFICATE OF TRANSLATION

30 September 1947

I, Trude GUNTHER, Civ.No. B-397926, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the original document No. NI-8209.

Truce GUNTHER Civ.No.B-397926 MILITARY TRIBUNAL NO.
CASE NO. 11
Proseculium Document Book No. 67

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INDEX TO DOOR SYT BOOK TO, LXVII

CASE! I.G. FARHEN

COUNT 3 - SLAVE LABOR, GENERAL

Exhibit Document

Description

Pagu

I. FINDINGS OF I.M. P.

10-1179

Excerpts from International Military "ribunal, "ranscript (pp. 16910-16917); Also rt pp. 243 through 247, Vol. I of the Tried of the Major Mer Criminels. States salient features of Slave Labor Program of "hird Reich such as: conscription being the rule rather than the exception; the drastic and violent mothods incident to accomplishment of conscription; the brutal and degrading treatment in many cases of conscripted laborers in Germany. The general policy underlying mobilization of slave labor is stated as the complete and conscientious use of raw materials, as well as fortility of conquered territories and their human labor power to profit of Gormany and her allies.

II. INITIATION AND OPERATION OF SLAVE LABOR PROCESAL.

A. Foreign Labor and Prisoners of War.

EC-489

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Lotteredated 20 October 1941 from Kirschner of Krauch's G.B. Chemis office to General Thomas, Chief of the Office of Military Scenomy and Armament in the High Command of the Wehrmacht. In letter Krauch's special thanks are expressed in "Distress Project Bruex". Letter also tells of Krauch's idea concerning the employment of Aussian prisoners of war in the armament industry. (The short note of Krauch's ideas referred to be Kirschner in his letter as the enclosure has not been found by the prosecution.)



36-194

Memorandum of Keitel, Shief of Fish Scmmand of the Armed Forces, dated 31 October 1941, concerning use of Russian
prisoners of war in the war industry.
Hemorandum points out that because lack
of workers is becoming increasingly dangerous hindrance for future German war and
armament industry, the Fuehrer has now
ordered that even the working power of the
Russian prisoners of war should be utilized
to a large extent for the requirements of
the war industry.

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1183-PS

Latter, 29 January 1942, from Labor Allocation Department of Commissioner of
Four-Year Plan (Goering's Office). Latter
concerns increased mobilization of manpower from the occupied territories and
preparations for mobilization by force.
Shows as addressess the pertinent Reich
offices in the occupied countries of
Poland, Forway, Holland, France, Belgium,
etc. Letter states that forcible mobilization of workers from occupied territories cannot be disregarded, in case
voluntary recruiting is unsuccessful —
and the mere possibility of mobilization
by forc. will, in many instances, make
recruiting easier.

12

I-1435

Lottor, 21 February 1943, from Labor Allocation Department of the Commissioner for the Four-Year Flan (Goering's Office) to the Leich Minister for Armament and Munitions re utilization of prisoners of war in the armament industry. It is stated that it must be taken into consideration that the chemical industry belongs to the armament industry in a wider sense and that 15,000 prisoners of war are employed in the chemical industry.

16

B. For Concentration Camp Inmates.

FI-382 Affidavit, 5 August 1946, of Oswald Pohl, 2 Chief of SS Economic Administration Wain

Office from 1934 until the final collapse. For states that the industries employing concentration camp inmates were respon-sible for working conditions such as housing, food and health of prisoners. Reich Finance Hinistry endeavored to cover the cost of the concentration camps from the salaries paid by private industry for the work of concentration camp inmates. Forty per cent of the scharies to be paid was deducted for "services rendered" i.e. such things as food, Lodging, etc. In view of inadequate way in which the services were rendered, a deduction of 40% must be considered much too high, so that the labor of prisoners from private industry was very cheap. Pohl places I.J. Farben as the second largest user of concentration camp prisoners second only to his (Pohl's) own construction section (Antsgruppo).

NI-4434

Affidavit, 12 March 1947, of
Rudolph Hoess, Commandent of
Concentration Camp Auschwitz and
Later Chief of office of Department
I of Main Office for Economics and
Administration of Concentration
Camps. (Oswald Pohi's office).
Affidavit states that the concentration camps have at no time offered
Labor to the industry. On the contrary,
prisoners were sent to enterprises only
after the enterprises had made a request
for concentration camp prisoners.

Rffidavit of the Frital and M.C. Knoth
Letter and enclosure both dated 30
April 1942 from Pohl to Himmler
concerning concentration camps. In
the letter Pohl Lists the old and new
concentration camps.

NI- 4 #3 # A R-129

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Stresses the mobilization of all prisoners who are fit for work, for purposes of war, and for purposes of construction in the forthcoming peace. In the enclosure entitled forder! the camp-commanders are told that the employment of prisoners must be, in the true meaning of the word, exhaustive, in order to obtain the greatest measuresof performance — and that there is no limit to working hours.

654-PS

Thirack's notes, 18 September 1942, on discussion with Hinnler concerning the delivery of anti-social elements from the execution of their sentence to Himmler to be worked to death. This included Jews, Gypsies, Russians and Uhranians, etc. (Thirack was formerly the German Hinister of Justice.)

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NI-638)

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Circular letter, 9 October 1944, from Reichminister for Armament and Mar Production (Employment of Labor Division) on procedure for requesting and allocating concentration camp inmates. Concerns the voiding of all applications on file, the forms upon which new applications must be filed, the sending of an SS representative to the applicant's place to examine conditions with a view to separate employment and escape-proof housing. (Generally, shows red tape incident to the procurement of concentration camp labor.)

III. CRIMINAL NATURE OF PROGRAM.

NI-4310

Decree introducing compulsory labor in Poland, 26 October 1939. All Poles between the ages of 18 and 60 are subject to public labor commitment. And for Jews a special decree will be issued.

49

Signed by Frank, Governor Jeneral for Occupied Poland.

2233-PS

Excerpt from Frank's diary,
10 May 1940, p. 25. Frank
states that on the demands
from the Reich it has now been
decreed that compulsion may now
be exercised because sufficient
nanpower was not voluntarily
available for service inside the
German Reich. This compulsion
neans the possibility of arrest
of male and female Poles. The
arrest of young Poles when
leaving church or cinema would
bring about increasing nervousness.
The best method would be the
organization of a raid.

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3040-PS

Circular Decree, 20 February 1942, of Reich Fuehrer SS (Himmier) on the commitment of manpower from the East. This Decree deals with the guarding of Eastern workers, the supervision of the plant guards where Easterners work by the State police administration, etc. In Severe disciplinary cases the State police office has to act with its means. Severe cases will be treated, as a rule, only with strict measures, that is with transfer to a concentration camp or with special treatment. Special treatment is hanging. It should take place in the immediate vicinity of the camp with Russian witnesses, or for exceptional reasons within the camp itself.

3044-PS

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Regulation No. 4, 7 May 1942, of the Plenipo contiary Jeneral for the mobili- 5 8 zation of labor (Sauckel, on the recruiting of foreign workers.

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It states that the recruiting of foreign workers. It states that the recruiting of foreign labor will be done on the fundamental basis of volunteering. There, however, in the occupied territories the appeal for volunteers does not suffice, obligatory service and drafting must under all circumstances be resorted to. This is an indisputable requirement of our labor situation,

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It states that the recruiting of foreign workers. It states that the recruiting of foreign labor will be done on the fundamental basis of volunteering. Where, however, in the occupied territories the appeal for volunteers does not suffice, obligatory service and drafting must under all circumstances be resorted to. This is an indisputable requirement of our labor situation,

064-TS

Report, 30 September 1942, represent status of the question of Eastern laborers signed by Lr. Gutkelohi Report states that drafting; housing, treatment, etc. of Eastern laborers has so far been taken care of exclusively according to technical and the securi-ty police points of view with result that numbrical fulfillment of program and security of Gorman people and of businesses could be reported. Instead thort should also have been taken into consideration that drafting of Eastern laborers would be of importunce in development of political opinions among the Eastern Nationals toward Germany which would aid measures to accomplish recruitment. But the treatment of Easterners by the guards was on the average cruel and without intelligence. The food and care was so bad and insufficient in the camps for Eastern laborers being employed in industry and in mines that the average capacity of the camp members dropped down shortly and many sicknesses and deaths took place. Lotters which reached Russia in spite of initial blockade, as well as the stories of fugitives, and also the clumsy publications in German press of the logal rulings relative to the matter gave the Soviet progaganda enough to manipulate with.

054-IS

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Interoffice report, 7 October 1942, to Resemberg, Reich Minister for occupied territories concerning treatment of Ukrahiman slave labor. Report states that men and venen are taken out of their bods at night and locked in cellars until their deportation to Germany. On their way to Germany they are locked in railway cars for many hours without possibility to relieve themselves and without mater. On arrival in Germany they are called "Russian pigs" and the women are being subjected forcibly to immoral treatment by German men. The inhuman treatment of sick and incapacited

slaves sent back from Gormany to their homeland is complained of in the report. Theroughly sick people are being herded into one railway car in numbers of the control of the days without food or any kind of modical attention. Leaths occurred and the corpses are duped off without any provision for burial.

Ols-IS

Letter, 21 December 1942, with enclosurs from Resemberg to Sauckel ro labor in the East. In his lotter Rosenberg discusses the effect on the war in the East of the recruiting mothods and treatment of Russian workers. Such measures are sharpening Russian resistance through the formation of guerilla bands. Resemberg mentions that tens of thousands of uscloss Russian workers (sich, cripples,cto.) are returned to Russia. The enclosure is a German consorship report made up of extracts from selected letters from the occupied Eastern regions. These extracts recount the burning of houses and villages of Russians who do not want to go to work in Gormany and tho cutching of humans by the recruitors like the degoatcher catches dogs.

1526-IS

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Report, 25 February 1943, of chairman of Ukramian Main Committee to Frank. This report is written by a Ukramian collaborator who tells about the mass shootings of innocent people without trial, manhunts for forced labor and illtroatment of Ukramians.

90

3012-IS

Copy of momorandum and order, 19 March 1943, from SS Major Christianson to all group loadors of Sceurity Service. It is stated that the measures of the security police have to be subordinated to the greatest extent to the recruiting of labor for Germany. In the shortest possible time the Ukraine has to put at the disposal of the armament industry one million workers. 500 have to be sent daily from Christianson's territory.

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NI-449 Operational dir ctives (page 4 of decument) 31 August 1943, signed Sauchel, stating that the 1 labor assignment staffs in 4th Operation France must mobilize by 31 December 1943: 500,000 workers for assignment to armament plants of the Reich and 1,000,000 workers for the conduction of German tasks in France.

106

R-124 Extract from minutes, 1 March 1944
of 54 th Jonference of the Central
Flanning Board. Sauckel states, in
respect to recruiting French workers,
that he employed and trained a whole
batch of male and female agents who
for good pay just as was done in olden
times for "shangheing" went hunting
for men and made them drunk by using
liquor as well as words, in order to
dispatch them to Germany.

R-103 Letter, 17 May 1944, from Tolish Main Committee to General Government, Icland, on the subject of mistreatment of Folish workers. The letter tolls of the rounding up of Folish workers on the street by police action and the deportation of whole Folish families into the Reich.

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IV. EDLOTER'S ROLE

1861-78

Reich Law regulating National labor of January 1934. This law sets forth the relationship of the enterpriser and the employees. Part 1 of paragraph 3 states in the case of legal persons and personal groups the legal representatives will be the legalors of the enterprises. Fart 2 of paragraph 3 states that in case of legal persons or personal groups the logal representatives can appoint a person who participates in the management of the enterprise in a responsible capacity as their deputy. In matters of lesser importance they can also appoint another person.

134

1061-38 (A) Excerpts from the Law and Commentaries on "Law Concerning the Regulation of National Labor. " This document is in-cluded for the Commentaries of the authors. Those Commentaries state "as a natter of principle, the entrepreneur is the plent leader where be performs the duties of a menager in the plant. If he only manages the enterprise and is not active in the plant, he does not belon to the plant community. In this case he must appoint a deputy as plant leader. Since the entrepreneur is the natural plant leader he is always the petential plant leader and can at any time transform his potential leadership into actual leadership by taking over the mensue-ment of the plant. Even the entrepre-neur who is not a member of the plant community is responsible for the welfare of the workers. "

17-7015

Affidavit, 7 May 1947, of Dr. Worner Monsfold, Ministorial Director and Chief of Main Division III of the Reich Labor Ministry until February 1942. Affiant took an important part in properation and draftin of Law for

the Regulation of National Labor (the Lew referred to in the two preceding documents). States that "the basic idea of the new laber law was that only one man in the plant -- the plant manager -- could decide the toriers' fete, determine conditions and assume responsibility for the plant management; in other words, the entrepreneur, 1.e., the men who is charged with operating the enterprise as such. " Further states that "the employer had not only to pay wages and grant vacations, etc., but he also had to secure fundemontal committions of existence for the vortors entrusted in his care. " And "on employer in the sense of the person or group of persons who determines the economic aim of the business and supplies the technical means necessary for the achievement of that ain. The employer in multiple firm enterprises is therefore clways the hi hest suthority which ultimately -in whatever form it may act - determines the fate of the industry.

II-2570

Affidavit, 21 March 1947, of Dr. Walter Stothfon , former Ministerial rat in the Reich Ministry for Labor. Affight states that usual procedure in obtaining workers was for an enterprise to request the required number of workers. If foreign workers or prisoners of war were requested, their nationality had to be stated by the enterprise. The enterprise clso had to state that the necessary accommodations were available and the necessary food supply was assured. Representatives of the entrepreneur often visited the transit camps from which foreign labor was allocated in order to meet the transports. The transports in any event were meet at the end of the destination by representatives of both the entrepreneur and the Labor Office.

::I-1336

Oircular lotter, 9 Au ust 1943, of the Flonipotentiary for special tasks of chemical production (Arguch's office) addressed to 11 plant construction or building offices retarding measures to bring back French workers who had escaped and who had been individually recruited in the first place. The letter provides that: Flant should report escapes immediately; individual report should be made for each worker; copies of report must be sent to Department of Labor Allocation of above-mentioned lienipotentiary and to the Flonipotentiary for the berritory.

..I-839

Memorandum, 12 May 1944, from Planipotontiary for Counter Intelligence, I.G. Borlin, N.W. 7, si ned Ruediger to Ill nor. Reference is made to Decree No. 13 of 1 November 1943 for the safeguarding of order in plants. The instant decree applies to Commens only, whereas concorn-.ing foreigners, hithorto existing regulations (Dedroe No. 13) remains in force.

NI-10392 Regulation No. 13, 1 November 1943, of the Flenipotentiar; for Labor covering discipline in the plants. This regulation sets forth the responsibility and jurisdiction of the plant leader concorning disciplining of workers, including foreig-

EXCERPTS FROM INTERNATIONAL MILITARY TRIBUNAL TRANSCRIPT NO-1179

(page 16910 of original) SLAVE LABOR POLICY

Article 6 (b) of the Charter provides that the "illtreatment or importation to slave labor or for any other purpose, of civilian population of or in occupied territory"
shall be a War Crime. The laws relating to forced labor by
the inhabitants of occupied territories are found in Article
52 of the Hague Convention, which provides:

"Requisition in kind and services shall not be demanded from municipalities or inhabitants except for the needs of the army of occupation. They shall be in proportion to the resources of the country, and of such a nature as not to involve the inhabitants in the obligation of taking part in military operations against their own country."

The policy of the German occupation authorities was in Flagrant violation of the terms of this convention. Some idea of this policy may be gathered from the statement made by Hitler in a speech on November 9th, 1941:

"The territory which now works for us contains more than 250,000,000 men, but the territory which ... rks indirectly for us includes now more than 350,000,000. It is measures in which it concerns German territory, the domain which we have taken under our administration, it is not doubtful that we shall succeed in hernessing the very last men to this work."

The actual results achieved were not so complete as this, but the German occupation authorities did succeed in forcing many of the inhabitants of

(page 16911 of original)

the occupied territories to work for the German war effort, and in deporting at least 5,000,000 persons to Germany to serve German industry and agriculture.

In the early stages of the war, manpower in the occupied

EXCERPTS FROM INTERNATIONAL MILITARY TRIBUNAL TRANSCRIPT NO 1179

(page 16911 of original contd.) territories was under the control of various occupation authorities, and the procedure varied from country to country. In all the occupied territories compulsory labor service was promptly instituted. Inhabitants of the occupied countries were conscripted and compelled to work in local occupations, to assist the German war economy. In many cases they were forced to work on German fortifications and militar; installstions. As local supplies of rew materials and local industrial capacity became inadequate to meet the German requirements, the system of deporting leborers to Germany was put into force. By the middle of April 1940 compulsory deportation of laborers to Germany had been ordered in the Government General; and a similar procedure was followed in other eastern territories as they were occupied. A description of this compulsory deportation from Poland was given by Himmler. In an address to 68 officers he recelled how in weather 40 degrees below zero they had to "haul away thousands, tons of thousands, hundreds of thousands." On a later occasion Himmler stated:

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"Whether ten thousand Russian females fall down from exhaustion while digging an anti-tank ditch interests me only insofar as the anti-tank ditch for Germany is finished....We must realize that we have 6-7 million foreigners in Germany.... They are none of them dangerous so long as we take severe measures at the merest trifles."

(page 16912 of original)

During the first two years of the Garman occupation '
of France, Belgium, Holland and Norway, however, an attempt
was made to obtain the nacessary workers on a voluntary basis.
How unsuccessful this was may be seen from the report of the
meeting of the Central Planning Board on the 1st of March 1944.

EXCERPTS PROV INTERNATIONAL MILITARY TRIBUNAL TRANSCRIPT NO-1179

(page 16912 of original contd.)

The representative of the defendant Speer, one Koehrl, speaking of the situation in France, said:

"During all this time a great number of Frenchmon were recruited, and voluntarily went to Germany."

He was int tripted by the defendant Sauckel:

"Not only voluntary, some were recruited forcibly."
To which Koehrl replied:

"The calling up started after the recruitment no longer yielded enough results."

To which the defendant Sauckel replied:

"Out of the five million workers who arrived in Germany, not even 200,000 come voluntarily."

and Koshrl rejoined:

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"Let us forget for the moment whether or not some slight pressure was used. Formally, at last, they were volunteers."

vigorous propaganda campaign was begun to induce workers to volunteer for service in Germany. This propaganda campaign included, for example, the promise that a prisoner of war would be returned for every laborer who volunteered to go to Germany. In some cases it was a lemented by withdrawing the ration cards of all laborers who refused to go to Germany, or by discharging them from their jobs and denying them unemployment banefit or an opportunity to work elsewhere. In some cases workers and

(page 16913 of original)

their families were threatened with reprisals by the police if they refused to go to Germany. It was on the 21st of Narch 1942 that the defendant Sauckel was appointed Plenipotentiary-General for the "tilization of Labor, with authority over "all available manpower, including that of workers recruited abroad, and of prisoners of war."

EXCERPTS FROM INTERNATIONAL MILITARY TRIBUNAL TRANSCRIPT NO-1179

(page 16913 of original contd.)

The defendant Sauckel was directly under the defendant

Goering as Commissioner of the Four Year Plan, and a Goering decree of the 27th March 1942 transferred all his authority over manpower to Sauckel. Sauckel's instructions, too, were that foreign lebor should be recruited on a voluntary basis, but also provided that "where, er, in the occupied territories, the appeal for volunteers does not suffice, obligatory service and drafting must under all circumstances be resorted to: Rules requiring labor service in Garmany were published in all the occupied territories. The number of laborers to be supplied was fixed by Sauckel, and the local authorities were instructed to meet these requirements by conscription if necessary. That conscription was the rule rather than the exception is shown by the statement of Sauckel already quoted, on the 1st March 1944.

The defendent Sauckel frequently asserted that the workers belonging to foreign nations were treated humanely, and that the conditions in which they lived were good. But whatever the intention of Sauckel may have been, and however much he may have dealed that foreign laborers should be treated humanely, the evidence before the Tribunal establishes the fact that the conscription of labor was

(page 16914 of original)

accomplished in many cases by drastic and violent methods.

The "mistakes and blunders" were on a very great scale. Manhunts took place in the streets, at motion picture houses,

EXCFRPTS FROM INTERNATIONAL HILITARY TRIBUNAL TRANSCRIPT, NO-1179

(page 16914 of original - continued)

even at churches and at night in private houses. Houses were sometimes burnt down, and the families taken as hostages, practices which were described by the defendant Rosenberg as having their origin 'in the blackest periods of the slave trade.' The methods used in obtaining forced labor from the Ukraine separ from an order issued to SD officers which stated:

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"It will not be possible always to refrain from using force. . . Then searching villages especially when it has been necessary to burn down a village, the whole population will be put at the disposal of the Commission r by force . . As a rule no more children will be shot. . . If we limit harsh measures through the above orders for the time being, it is only done for the following reason. . . The most important thing is the recruitment of workers."

The resources and needs of the occupied countries are completely disregarded in carrying out this policy. The treatment of the laborers was governed by Sauckel's instruction of the 20th April 1942 to the effect that:

> "all the men must be fed, sheltered and treated in such a way as to exploit them to the highest possible extent, at the lowest conceivable degree of expenditure."

The evidence showed that workers destined for the liveh were sent under guard to Cornery, often packed in trains without adequate heat, food, clothing or sanitary facilities. The reliance further showed that the treatment of the laborers in Cornery in that cases as brutal and degrading. The evidence relating to the Krupe Torks of Teson showed that purishments of the most cruel kind were inflicted on the Torkers. Theoretically, at least the workers were paid, housed and fed by the DAF, and even parmitted to trunsfer their savings and to send until and percols

(page 16915 of original)

back to their native country; but restrictive regulations took a proportion of the pay; the camps in which they were housed were insanitary; and the food was very often less than the minimum necessary to give the workers strength to do their jobs. In the case of Poles employed on farms in Germany, the employers are given authority to inflict corporal punishment and were ordered, if possible, to house them in stables, not in their own homes. They were subject to constant supervision by the Gestapo and the 35, and if they attempted to leave their jobs they were sent to correction camps or concentration camps. The concentration camps were also used to increase the supply of labor. Concentration camp commanders were ordered to work their prisoners to the limits of their physical pour. During the latter stages of the war the concentration comps were so productive in certain types of work that the Gestapo ans actually instructed to arrest certain classes of laborers so that they could be used in this may. allied prisoners of were clse regarded as a possible source of O labor. Pressure tas exercised on mon-commissioned officers to force them to consent to work, by transferring to disciplinary camps those the did not consent. Hany of the prisoners of war tert assigned to Work directly related to military operations, in whole time of article 31 of the Coneve Convention. They were put to ord in munition factories and even made to load bomt to carry assumition and to dig trenches, often under the most hazardous conditions. This condition applied perticularly to the Soviet prisoners of ter. On the 16th February 1943, at a moeti g of the Central Il maing Fourd, at "high the defundants Sauckel and Speer were present, wilch said:

FXCFRPTS FROM INTERPATION L FILITARY TRIBUNAL TRANSCRIPT NO-1179.

(page 16916 of original)

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"Te have made a request for an order that a certain percentage of men in the lek-lek artiller" must be Russians; 50,000 will be taken altogether. 30,000 are already employed as gunners. This is an emusing thing, that Russians must work the guns."

And on the 4th October 1943, at Posen, Himmler, spenking of the Russian prisoners, captured in the early days of the mar, said:

"At that time to did not value the mass of humanity as we value it today, as now enterial, as labor. That, after all, thinking in terms of generations, is not to be respected, but is now deplorable by reason of the loss of labor, is that the prisoners died in tens of hundreds of thousands of exhaustion and hunger."

The general policy underlying the mobilization of theve labor was stated by Sauckel on the 20th April 1942. He said:

"The wim of this new gigantic labor mobilization is to use all the rich and tremendous sources conquered and secured for us by our fighting ermed forces under the leadership of Jolf Hitler, for the armament of the armed forces, and also for the nutration of the You land. The raw materials, as well as the fertility of the conquered territories and their human labor power, are to be used completely and conscientiously to the profit of Termony and ar Allies All prisoners of far from the territories of the cot, as well at the Past, actually in Germony, must be completely incorporated into the German manual and nutrition industries. . . Consequetty it is on immediate necessity to use the human reserves of the conquered Soviet territor to the fullest extent. Should we not succeed in obtaining the necessary enount of 1 ber on a voluntary basis, to must impediately institute conscription or forced labor. . . The complete employment of all prison re of tar, as well as the use of a gigantic number of new foreign civilian torkers, men and women, has become an indisputable necessity

TRIBUNAL TRANSCRIPT. NO-1179

(page 16916 of original - continued)

for the solution of the mobilization of the labor programme in this war."

Reference should also be made to the policy thich was in existence in Cornary by the summer of 1940, under thich all aged, insune, and (page 16917 of original)

incurable people, "useless enters," were transferred to special institutions where they have killed, and their relatives informed that they had died from natural causes. The victims are at confined to German citizens, but included foreign laborars, he are no longer able to onk, and three therefore useless to the German or machine. It has been estimated that at least some 275,000 people are killed in this manner in nursing homes, hespitals and applies, which here under the jurisdiction of the defendant Fri. In his capacity as Minister of the Interior. He many foreign sorkers were included in this total it has been quite impossible to determine.

Of the Judgment of the International Hilliamy Tribunal in the Case of the United States of America, et al against Herman Govering, et al, in part, Page 16910-16917.

John R. Hill, 1st Lt. Inf.
JOHN F. RAN
Colonel, FA
General Scoretary
International Markety Pribunal

TRANSLATION OF EAST-No. EC-489 OFFICE OF CHIEF OF COUNSEL FOR WAR ORIMES

Corretteutnant z.V. (Lt.Col. Available for Duty) KIRSCHMER in Staff of the Plenipotentiary General for Special Questions of the Chemical Production Prof. Dr. C. KRAUCH

(Translator's Moto: Handwritten number:)

(Translator's Note: Semi-illegible receipt stamp:) Wi-Rus Office 23 Oct. 1941 (Handwritten number:) 6849/419

Berlin W 9, 20 Oct. 1941 Smarlandstr. 128 Tel.: 120048

7617/415

Secret!

(Translator's Note: Various illegible handwritten notes)

To Chief of the Office of Military Economy and Armament in the Supreme Command of the Wehrmacht, General of Infantry THOMAS BERLIN W 62

Doar General,

Professor KMANOH asked me yesterday, when I visited him, on his sick-bed, to express his very special whanks to you for your energetic efforts in the "Distress Project Brucx", and for your villingness to stress the importance of the aseting on 25 October, which has become unnecessary owing to the preliminary work of all persons implicated by your can presence.

During my visit, Professor BRAUCH developed on Mess concerning the employment of Bussian POW's in the armument industry, for the Quetler development and, aspecially, the execution of which he considers you, dear General, to be the right man.

I made a short note of the ideas of Professor FRANCE in the enclosure, which I am herewith hamiing you obediently as a suggestion of the G.B.-Chemie (Plenipotentiary Constal for Chemical Production).

Reil Hitlort

Yours very obediently

Encl.

(signature) KIRSCHAME

CERTIFICATE OF TRANSLATION .

I, DOROTHEA L. GALEWSKI, ETO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. EC-489.

DOROTHEA L. GALEWSKI -ETO No. 34079

(END)

DOPY

The Chief of the Supreme Command of the armed Forces

Fuehrers Hq, 31 October 1941.

PSt/Not. L (II Org/IV qu No. 0 2508/41 Secret

Secret

Subject: Use of prisoners of wer in the war industry.

The lack of workers is becoming an increasingly dangerous hindrance for the future Geran war and armament industry. The expected relief through discharges from the armed forces is uncertain as to extent and date, however, its possible extent will by no means correspond to expections and requirements in view of the great demand.

The Puchror has now ordered that even the working power of the Russian prisoners of the should be utilized to a large extent by large scale assignment for the requirements of the war industry. The prorequisite for production is adequate nourishment. Also very small wases are to be planted for the most modest supply with a few consumers' goods ('enussmittel) for ever day's life, eventual rewards for production.

For the rheliseinsitz, following may be considered for example:

I. res ofter.

- a.) Clearing and construction units of all kinds in the occupied a storm territories.
- b.) original construction battalions in the other occupied territories and i formerly.
- c.) Closed units of all kinds to relieve soldiers in labor service.

II. Construction and arman ant Industry.

- a.) -or': units for constructions of all kind, particularly for the fortification of coastal defenses (concrete workers, unlocding units for essential war plants).
- b.) Suitable armament factories which have to be selected in such a way that their personnel should consist in the majority of prisoners of wer under cuidance and supervision (eventually after withdrawal and other employment of the German workers.)

III. Other or Industries.

- a.) inin as under II b.
- b.) Tailroad construction units for building tracks, otc..
- c.) .griculture and forestry in closed units.

The utilisation of Emssian prisoners of war is to be re ulated on the basis of above examples by:

To I. The armed forces.

To M. The Reich smister for irms and Armunition and the Inspector General for the General road system in agreement with the Reich inister for Jabor and Supreme Commander of the grand Forces (i Rue art).

Duputios of the Teich -inister for arms and Ammunition are to be admitted to the prisoner of wer cares to assist in the selection of skilled workers.

To III. The Roich Mini tor of Labor. Limitations are:

- 1.) The securing of guar's to protect the German people from dangers.
- 2.) Housin in closed camps.
- 3.) Securin adequate nourishment.

The observance of the counter-intelligence regulations which apply for the use of prisoners of war will be supervised by military counter-intelligen a pacies as until now.

or (...) will fermish the spich imister for tabor with blueprints based on professional selection for the appropriate use of labor and will also per amountly provide workers for assisment to the arbeits insetz.

Purther some the Supreme Commander of the army is asked to this necessary measures for the recruiting of volunteer labor in the eastern operational zone in cooperation with the Reich simister of seber.

(Signed) Keitel

Distribution:

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Ob.d. Mon. N.
Ob.d. Msh. (iq ... IX)
Ob.d. (iq

CENTIFICATA OF STRAISLATION OF DOTUGENT NO. EC-194

23. November 1945.

I, The ARD White SKIDHOWS, let (js), USMR, 391590, hereaby cortify that I as thoroughly conversant with the english and German languages; and that the above is a correct and true translation of Document No. E C-194.

TLIARD EVANS SKID ORE, Lt (jm), USNR, 391590.

TRANSLATION OF COUMENT 1183 -PS OFFICE OF U.S Ohier OF COUNSEL

Page 11

OCPY

The Commissioner for the Four Year Plan Department Arbeitseinsatz

V a 552/27

Berlin SW 11, 29 Jan 1942 Searlandstr. 96

Express Letter !

Te:

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the Government of the Government-General Main Labor Division, Orscow:

The Reich Commissioner for the occupied Norwegian territories, Labor and Social Division, Oslo

via the bureau of the Reich Commissioner for the occupied Norwegian territories.

The Reich Commissioner for the occupied Dutch territories, The Hague:

the Military Administrator for Bolgium and Northorn France, Economic Division, Group VII (Arbeitscinsatz), Brussels. the Military Administrator in France,

Administrative Staff, Economic Division, Paris;
the Plenipotentiary for Economics in Serbia
Commanding Officer, Semlin near Belgrade;
the Chief of the Civilian Administration in Luxemburg;
The Chief of the Civilian Administration in Lorreine, Metz;

and the Chief of the Civilian Administration in Alsace, Strass-

Subject: Increased mobilization of man-power for the German

Roich from the occupied territories and proparations
for mobilization by force.

On the one hand, the labor shortage which was rendered more acute by the draft for the Wehrmacht, and on the other hand, the increased scope of the armament problem in the German Reich, render it necessary that man-power for service in the Reich be recruited from the occupied territories to a much greater extent than heretefore, in order to relieve the shortage of labor. Therefore, any and all methods must be adopted which make possible the transportation, without exception and delay, for employment in the German Reich, of man-power in the occupied territories which is unemployed or which can be released for use in Germany after most careful screening.

To the High Commander of the Armed Forces Wi Rue Amt

Berlin W 35.

Pego 2:

This mobilization shall first of all, as horotofore, be carried out on a voluntary basis. For this reason, the recruiting effort for employment in the German Reich must be strongthened considerably. But if satisfactory results are to be obtained, the German authorities, who are functioning in the occupied territories, must be able to exert any pressure necessary to support the voluntary recruiting of labor for employment in Germany. Accordingly, to the extent that may be necessary, the regulations in force in the occupied territories in regard to shift in employment and withdrawal of support upon refusal to work, must be tightened.

Supplementary regulations concerning shift in employment must above all ensure that older personnel who are freed must betexchanged for younger personnel to make up for it, so that the latter my be made available for the Reich. A far-reaching decrease in the amount of relief granted by Public selfare must also be

effected in order to induce laborers to accept employment in the Reich. Unemployment relief must be set so low that the amount in comparison with the average wages in the Reich and the possibilities there for sending remittances home may serve as an inducement to accept employment in the Reich. When refusal to accept work in the Reich is not justified, the companiation must be reduced to an amount barely enough for subsistence, or even be cancelled. In this connection, partial withdrawal of ration cards and assignment to particularly heavy obligatory labor may be considered.

However, all misgivings must give way before the necessity of supplying the deficit in man-power caused by excessive draft calls into the Armed Forces, in order to avoid detriment to the armament industry. For this purpose the forcible mobisation of workers from the occupied territories cannot be disregarded, in case the voluntary recruiting is unsuccessful. The mere possibility of mobilization by force will, in many cases, make recruiting easier.

Page 3:

Therefore, I ake you immediately to take any measures in your district which will promote the employment of workers in the German Reich en a voluntary basis. I herewith request you to propare for publication regulations applying to forced mobilization of laborers from your territory for Germany, as that they may be decreed at once, in case recruiting on a voluntary basis will not have the desired result, that is relief of the man - power shortage in the Reich. I request you to inform me of the measures taken by you.

Copy for cognizance. Signed Dr. Mensfeld Attested by:
(illogible *
omployee

CERTIFICATE OF TRANSLATION OF DOCUMENT 1163 - PS

21 November 1945.

I, GOETZ MAYER, T/Sgt., AUS, 33,512,169, hereby certify that I am thoroughly conversant with the English and Gorman languages; and that the above is a correct und true translation of Document 1103-PS.

GOETZ M A Y E R T/S AUS 33, 812,169 T. ANSLATION OF DOCULENT NO. III- 1415 OFFICE OF CHILF OF COUNSEL FOLL CRIMES.

" Cormissioner for the "Four-Year-Plan" Berlin 21 Toppuary Div. mion for Allocation of Labor

76 51.35/861/42 6

percil note: Department Ott - illerible

Subject: Utilization of prisoners of war in the armount industry Oberremierunesent (Chief councillor to movernment) Dr. HOELK.

Rubber st mp: Secret!

1.) To.

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the Reich Minister for armament and munitions - personal address or official deputy-

> Berlin W 8 3 Parisor Platz

Toforence: Letter from the Reich Minister Dr. TODY of 30 January 1942 - H 6072/42-.

luchor stamo: Thine in 23. Feb. 1969 Initiale

Decree

- 1) separate all
- 2) to files -1-

24/

Referring to the approximately 124.000 Prisoners of War employed in the arma to industry that figured on the list of the Reich Ministry for Labor on 24 January 1742, it is here only a question of those Principle of War that are being utilized in the approant nounled: illeminlefrotories sponsored by the CKY (Supreme Com-21/2 illemible mend of the Wehrmoeht), Office for Tectiony and Armoment, i.e. only in one limited sector of the Armament Industry. As you later, under and Motal-Industry must be recorded almost exclusively as armament enterprises. In all the factories of the Iron and Metal Entustry together, however, a considerably meater number of Prischers of Wor more employed by the end of December 1941, namely about Initial illerible 150.000. Furthermore it must be triten Anto consideration that other factories that be-long to the armament industry in a vicer sense, are also employing large numbers of Prisoners of War, for instance, the inting industry about 30,000 and the chemical inTRANSLATION OF DOCUMENT NO. 11.-1435

[Page 1 of the original= continued)

gustry about 15.000. Further, a considerable part of the factories listed in the Prigoner of War statistics of the Reich Ministry for Labor under the heading "miscellencous which by the end of December which by the end of December 6 Ra Stemp: 859 (crossed out)

(Page 2 of the original)

be recarded as belonging to the emission industry. I estimate in the number of Prisoners of War employed in this branch at least 20.000 men as cell, so that one may assume to by the end of December about 250.000 Prison as of War upre already employed in the arrangent industry taken in its wider sense. I have, however, ordered the Office of the Allacation of Labor Administration to allot as large a number of Frisoners of War to the Armamont Endustry as possible. This had already begans nowleastle during December 1941, by the fact for instance.

during December 1941, by the feet for instance, that the allocation of Prisoners of Top to the Iron and Metal Industry during Whis month alone surpassed that of the previous month by

alone surpassed that of the previous match by 13.000*/ As you know, I have, in addition, 15.000 Trisoners - ordering a further most rigid execution of all to the edge current allocation measures for Prisoners to this.

Were and fiven instructions that the Prisoners

Wer and iven instructions that the Prisoners of Wer released by these measures must for the time being be utilized only for purchases of the armament industry. Furthermore it has been ordered that also those Prisoners of The The Arman of the Arman from the OKI (Guarante Command of the Arman Forces) to be interest from jobs under the immediate control of the Wehrmacht, must be transferred mithous exception to the ermament industry. The than for of Frischers of War to the Armanment industry is under my special supervision. I should inform you in due course to that numerical extent the afore-mentioned measures have been ritted the Armanment Industry.

(then file)

5135 simmtures and initials

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-2-

TRANSLATION OF DOCUMENT NO. NI-1435

(Pare 2 of the Original)

CERTIFICATION OF TRAUSLATION

10 March 1947

I, Julia KERA, Civ. Mo. 030099, hereby certify that I am the pourchly conservant with the English and Garach Manuage and that the above is a true and correct translation of the Cocument No. 1435.

Julia KERR. Civ. No. 030000 1942 REICHSGESETZBLATT, PART I, PAGE 179

Decree by the Fuchror concerning a Plenipotentiary General for the Utilization of Labor of 21 March 1942

Erlass des Führers über einen Generalbevellmüchtigten für den Arbeitseinsatz von 21. Härz 1942

In order to secure the manpower requisite for the was industries as a whole, and particularly for armaments, it is necessary that the utilization of all available manpower, including that of workers recruited (angeworkenen) abroad and of prisoners of war, should be subject to a uniform control, directed in a manner appropriate to the requirements of war industry, and further that all still incompletely utilized manpower in the Great German Reich, including the Protectorate, and in the General Gouvernment and in the Cooker pied Territories, should be mobilized.

Roichsstatthalter and Gauleiter Fritz SAUCKEL will carry out this task within the framework of the Four Years Flan, as Plenipetentiary General for the utilization of labor. In that caracity he will be directly responsible to the Commissioner for the Four Years Flan.

Section III (wares) and Section V (utilisation of labor) of the Reich Labor Hinistry, together with their subcreinate authorities, will be placed at the disposal of the Plenipotentiary General for the accomplishment of his task.

Fuehrer-Hoadquarters, 21 March 1942

The Fuehrer Adolf Hitlor

The Reich Minister and Head of the Reich Chancellery Dr Lamors

The Chief of the High Cormand of the Armed Forces Keitel

CHITIFICATE OF TRANSLATION OF DOCUMENT HO 1066-PS

19 October 1945

I, FEED NIEDELGALL, 2nd Lt Inf, 0-1835587, hereby contify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Posmiont 1866-IS.

FRED WINDERGALL 2nd Lt Inf 0-1335567 1942 REICHSGESETZBLATT, PART I, PAGE 180

Ordinance for the Execution of the Fuehrer's Decree concerning a Plenipotentiary General for Arbeitseinsats of 27 March 1942

Anordnung zur Durchführung des Erlasses des Führers über einen Generalbevollmächtigten für den Arbeitseinsatz vom 27. Härz 1942

In pursuance of the Führer's Decree of 21 March 1942 (RGB1 I, 179), I decree as follows:

- 1. My manpower sections (Goschäftsgruppen Arbeitseinsats) are hereby abolished (Circular letter of 22 Oct 1936/St. M. Dev. 265). Their duties (recruitment and allocation of manpower, regulations for labor conditions (Arbeitsbedingungen)) are taken over by the Plenipotentiary General for Arbeits, who is directly under me.
- 2. The Plenipotentiary General for irbeitseinsatz will be responsible for regulating the conditions of labor (wage policy) employed in the Reich Territory, having regard to the requirements of Arbeitseinsatz.
- 3. The Plenipotentiary General for Arbeitseinsatz is part of the Four Year Plan. In cases where new logislation is required, or existing laws require to be medified, he will submit appropriate proposals to me.
- 4. The Plenipotentiary General for irbeitseinsatz will have at his disposal for the performance of his task the right delegated to me by the Fuchror for issuing instructions to the higher Reich authorities, their branches and the Party offices, and their associated organisms and also the Reich Protector, the General-Governor, the Commander-in-Chief, and heads of the civil administrations.

In the case of ordinances and instructions of fundamental importance a report is to be submitted to me, in advance.

Borlin, 27 March 1942

The Deputy for the Four Year Plan Goering Roich Marshal

> CERTIFICATE OF TRANSLATION OF DOCUMENT NO 1665-PS

_ _ _ _ _ _ _ _

22 October 1945

I, FRED NIEBERGALL, 2nd LA Tof, 0-1335567, horoby cortify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document 1666-PS.

FRED NIEBERGALL 2nd Lt Inf 0-1335567

TRANSLATION OF COUMENT NO. NI-1098 OFFCIE OF C IEF OF COUNSEL FOR VAR CRIMES (CONT'D) Affidevit 1) I, Fritz Bauckel, born in Hassfurt/Unterfranken on 27 October 1894 was honorary Obergruppenfushrer of the SS and SA, Reichsstatthalter (N tional Governor), Commissioner for soich defense and Gauleiter of Thuringia. Since 1942 I was Plenipotentiary-General forumpower and from 1933 on I was a member of the Reichstag. I state upon oath the following facts which are known to me personally; 2) In the course of the interrogations by the Office of U.S. Chief of Counsel my memory was refreshed by the presentation of accuments. 3) On the conclusion of the interrogations, this affidavit, which constitutes a summary of my statements was submitted to me in the German language. 1) In my capacity as Blanipotentiary-General I exercised a state function where as the German Labor front exercised more of a trades union function. I myself gave the Garman Labor front a greater part to pay in attending to everything connected with the welfare of the German and foreign orkers, whom I had rec-ruited. The Labor-Front carried out on its own responsibility the tasks assigned to. The German Lober-Frant had, however, already exercised this function prior to my appointment. Among many other departments, there was a department for Hobilization of Labor in the German Labor-Front. This office had the task of attending to the needs of the workers with regard to the planning and quipment of comps, the compkitchers, the training of staff for these and arrangements for the workers' free time. 3) The Labor-Front represented an organization in which the amployer - we called them "Betriebsfuehrer" - and the employees - we called them "Gefolgschaft" - were united on an equal basis Membership of the Labor-Front was officially volunt ry for both parties, the Botriebsfuchrer as well as for the Gefolgsch ft. The functions, some of which formerly belonged exclus-ively to employers' organizations and some to trade unions were consolidated according to our conception in our "works community" (b triebsgemeinsch ft.) The former rivel organization (of employers and employees) were unived in the Garman Labor Front. C. 1) The manager (Bethiebsfuchrer) was obliged to provide accommodation for foreign workers, to instal and equip the camp, to pay wages to the orkers and to keep their health insurance in order. He was responsible for their material well-being, food and lodging - of course within the framework of regulations laid down -1-21 by the competent authorities.

- 2) According to our laws, the manager was responsible for all the workers (gesanta Gafolgschaft) that is to say he was responsible also for those liable to compulsory service. It was his responibility to keep himself informed of the condition of the emps, the types of orkers in these and whether these workers were satisfied or dissatisfied.
- 3) The German Labor front assisted in taking care of the workers. It trained the camp supervisors (Lagerfushrer) and cooks and selected the organizers (Vertrauensmanner). Those organizers compatriots of the foreign workers whose duty it was to receive complaints and suggestions from the workers and forward them to the competent representative of the German Labor Front. Complaints had to be forwarded to the manager and to offices within the German Labor Front.
- D. 1) For the examination of conditions in the works, a central inspectorate under the direction of senior chief (Hauptdienstleiter) HENDE existed in the Labor front with my approval.

(page 2 of original)

- E. 1) Even before my appointment compulsory labor laws existed in the occupied territories. Up to the fall of Stalingrad however, the majority of foreign workers came to Gormany as volunteers. Compulsory measures were not developed to any great extent until later. They had been introduced by my predecessor in office Ministerial Director Dr. Mansfeld; I received the order to employ mainly Russian workers from the fuchrer.
 - No difference was made betw on the pay and treatment of workers under compulsory service and voluntary workers in the occupied territories.
 - 3) Neither my office not the Ministry of Labor had anything to do with the employment of interress from the concentration c mps; that come under the jurisdiction of the SS H/VA, to which the central economic offices (Zentrale Stellen der irtschift) appealed directly.
- F. 1) As a matter of principle, all workers from the occupied regions of the lest received the same labour, wage and insurance contracts and the same terms in regard to length of employment as did the German workers. Cases in which this was not done constitute violations of this principle.
 - 2) At the time f took office, a special tax which applied to the w ges of workers from the East und Polish workers, based on the difference in wages and economic conditions between 'est and East, was in effect. I

myself eliminated these differences to a great extent by means of three major operations and put the workers from the East on a fairly equal base with German workers as far as wages and other basic conditions where concerned. The full amount of the wage was to be paid and was to be kept by the worker, with the exception of such taxes as were collected by provision of laws of the Ministerial Council for Reichs Defence, to which German workers were also subject.

- G. 1) Labor trustees were to unsure that the provisions of the law were aboyed and that the wigos paid to German andforcign workers were in accordance with local standards, since standards of living differed in various parts of the seich, inges were paid according to these, the so-called local standards.
- H. 1) The Chambers of Labour (Arbeitskammern) in my opinion exercised no special function or authority over vorkers liable for compulsory service. They had to deal with local disputes with regard to working conditions.
- I. 1) I had considerable difficulty when I assumed office, in putting a stop to the wild recruiting and the understandably independent measures taken by individuel large industries or individual large plants such as IG Farben to recruit foreign workers V rious persons were commissioned by large firms to recruit foreign workers for instance PLEIGIR. A Lieutenant Colonel (Oberstleutnant) commissioned by Krauch, but whose name I do not remember, worked tor the chemical plants.
 - 2) A considerable number of gentlemen in economic undertakings tried to induce me to allocate them workers in addition to regular requirements (listenforderungen). I attempted to maintable a certail independance; however, I had to call the attention of these gentleman to the fact that eithout the approval of the Central Planning Board I could not allocate labor cutside the regular requirements. Thus neveral pensant leaders (mandesbauarnfuchrer), the Food Ministry, and the firm of Krupp appealed to me. Landrat Borck frequently appeared in my office for the firm of Krupp.
- K. 1) I created the so-called "Europa-Amt" under Dr. Timm. It worked on two main levels; one was she districution of assignments according to territory; the other according to economic branches.

 These tasks were shared by three gentlemen: Dr. Hildebrand for the estern occupied territory and at the same time for the matal industry; especially for the armament requirements of Speer and the Luftwaffe. Dr. Haestner (Oberregiorungsrat in the Reich Ministry for Labor) was commissioner for South and South-East Europe and for German agriculture.

(page 3 of original)

Dr. LETSCH was commissioner for the Eastern territories, for the German mining industry and for the German construction program (Bauwirtsch ft). The ministerial function of these gentlemen consisted in carrying out these tasks through the Ministry of Labor.

- 2) For the slolving of problems of detail we had a permanent link with Speer's Hinistry and the Hinistry of Agriculture and with the Entional Laster of German dandicrafts (Aciohshandwerkmeister).
- L. 1) The Central Planning Board (Eentral Planung) intervened in the problem of foreign workers only to the extent of determining priorities and as representing and demanding the requirements of the economeic branches consolidated in the Central Planning Board. It also represented these demands to the Fuebrer. The competent gentlemen of the Central Planning Board at the same time of course represented their Ministries as Verstand. Thus I am not in a position to-day to say whether Speer, for instance, spoke in any particular capacity in connection with any special matter. At any rate the Central Planning Board determined the total labor requirements. In practice I only obtained labor for them.
 - 2) I attended sessions of the Central Planning Board only then questions concerning the mebilization of labor were involved. Semetimes only my representatives Dr. limm, "andret Borck, Stathrang or Dr. Hildebrand attended.
 - The competent gentlemen from Species Ministry also attended. Spear had a labor mibilization department where the requirements of industry were collected and confirmed.
 - 4) Milch produced the figures for aviation. The same was done by Speer in his sphere of activity. Speer and Milch however also exerted influence on the allocation of workers. Howfar this cane within their capacity as members of the Central Flanning Board I cannot say; in any case they did in their ministrial capacity.
 - 5) In my opinion agreements affecting the allocation of workers were made with Himmler independintly of me. My assistants-Timm, for Instance- made various attemtes to find our the scope of those allocations; but that remained Himmler secret.
- H. 1) Every concern h d a cord index of foreign workers. I introduced a measure whereby the Lober Ministry established a central cord index of foreign workers and a special central rostern.
- N. 1) Speer created the function of Betriebs-Einsatz-Ingenieur (Managing engineer). The Betriebs-Einsatz-Ingenieur was

- O. 1) I had no authority to decree orders since my office was not a Ministry, Decrees concerning fereign workers were issued up to the last by the Finistry Council for the Defence of the Reich or by the Plenipotentiary for the Four Year Plan, I could achieve an improvement in wages for the workers from the East only insofar as I could induce the Ministrial Council for the Defence of the Reich to agree to such a measure.
- P. 1) The Reich Labor Minister ("Dichearboitsminister) was responsible for carrying out of the provesions for the protections of the workers.
 - 2) In order to check that these provisions were observed, I carried out a sort of inspection by having members of the staff travel over the German Gaus about once overy three menths. Each gentleman had to supervise about two Gaus. There he visited State authorities and Gauleisters, inspected the comparend made enquiries about the food situation and the general condition of the workers.
 - 3) I remedied bad conditions for instance in the Bavarian Ostmark and Essen.

(page 4 of original)

- 4) I also established Department IX, the Department "Reich Inspectorate" within the Linistry. This department was subordinated to President Jung. Dr. Geisler was manager. I established this inspectorate for the burpose of guaranteeing a uniform administration of the Labor Offices (arbeitsmenter) and to ensure the execution of my orders.
- QU. 1) In carrying out the labour allocation program the industrialists were interested in one thing only: the number of workers they needed. They all demanded the number of workers they thought necessary. Hany industrialists showed themselves willingto accord correct and decent treatment to their foreign workers.
- R. 1) In connection with the question whether it was correct that Seldte and his ministry objected to the influx of foreign workers and that this was one of the reasons for establishing my office, I must stress the fact that a Plenipotentiary General for the hobilization of Labor, a Dr. Mansfeld, had already held office before me. Seldte was always very nice and cordial to me; for Advice I went to Dr. Syrup. I have never heard any objections made to my office or my person or the necessity of utilizing foreign workers.

- S. 1) The allocation of workers to individual industries was accomplished by my department on the basis of lists and priority slips (Rotzetteln) laid down by the Economic Offices (Artschaftsstellen). As "Economic Office" (Virtschaftsstelle) I would designate for instance the Ministry of Aviation (Luftfahrtministerium) or the Food linistry (Ernnehrungsministerium)
 - 2) The demands made by private industry to these ministries were forwarded via the Armanent Inspectorate (Auestungsinstektion) and later via the Armanent Commission (Auestungskommission) simultaneously. There, the requirements were collected and, as far as I remember, forwarded to the Department for Mobilization of Labor of the Speer Linistry via the Main Committees (Auptausschuesse) and Rings.
- T. 1) Quotas in the occupied territories could be legally decreed only by those offices which exercised supreme authority there. Recruitment was then carried out accordingly in these districts by the Labour offices which were subordinated administratively to these offices.
 - 2) In Belgium the Belgian Labor Offices cooperated with the military commander (Hilitary administration headbelgium, or with the military administration headquarters (Feldkommandanturen) there. I negotiated two or three times with General von Falkenhausen in Belgium and stated out requirements. It was then his task to issue the decrees and make available the necessary quotas either by means of volunteers or three in compulsory service.
 - 3) In France I negotiated with the French Linister President, the Labor Minister and the Minister of Economy exclusively in the presence of the Military Commander Dr. Michel; and agreed upon the required quotas for France. At the teginning of my term of effice, a French Embassy was established in Germany whese mission was to encern itself exclusively with the care of French workers and prisoners of war and which was empowere to inspect a mas, to offer suggestions and the like.
 - 4) For the recruiting and annoling of workers in France, the etherlands and belium, we instituted a system of sponsorship (Patanschaft). German Gaus wore subdivided into corresponding Dutch, French and Belgium Gaus. The native French, Dutch and Belgium district representatives and original firms (Stammfirmen) were given accurate information bout the types of concerns, the possibility of work and the physical characteristics of the German districts to which the workers were to be evacuated from their home province. It called that recruitment by firms (Firmenverbung) and care of workers by firms (Firmen-betrauum). Various import at firms had representatives

TRANSLATION OF DOCUMENT NO. NI-1098 (CCNT'D)

in the occupied territories. This was done with my approval in order to facilitate the finding and recruiting of foreign workers, volunteers and persons liable for compulsory service. I do not remember who these firms were.

(page 5 of original)

U. 1) General eigner in his capacity as Chief of the Hebilization of Labor Department of the Speer Ministry, through a decree of his Minister asked me for workers in such large numbers and for such short terms, that it was very difficult to fulfill his requirements.

I have carefully read and personally countersigned each of the five pages of the affidavit, made the necessary alterations in my own hand writing and countersigned them with my initial and herewith depend upon oath, that all facts submitted by me in this affidavit are true to the best of my knowledge and belief.

(signed): Fritz Sauckel

(signed): Norbert G. B n r r US Civilian D-432820

Swern to and signed before me on this 23th September 1946 at Nuornberg/Germany.

CERTIFICATE TWO NSLATION

3c Cetober 1946

I, MacLeod Lona A.M., herewith certify that I am thoroughly conversant ith the English and German languages; and that the above is a true and correct translation of Document NI-1098.

MacLood Mona A.M.

TRANSLATION OF DOCUMENT No.NI-7569 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIPES

Office of U.S.Chief of Counsel Certification of Source of Original Document

I, Paul H.Gantt, War Department, do hereby cortify that the document numbered WC/233 and dated 13 January 1944 was taken from the files located in the German Wilitary Document Section, Mar Department.

17 June 1947 (Date)

Prul H. Gantt

(page 2 of original)

Distribution list:

Addresses 1.

Professor Krauch 13 January 1944 2.

3. Dr. Ritter

Oborstleutnent Kirschner 4. Labor allocation office 5.

Dr. Adolf Mueller

CK/G 1364/43

Your letter dated 22 December 43

Your reference: RoA (Raw Materials Office) 00/22.12./

Allocation of Labor,

To the Head of the Raw Materials Office in the Reich Ministry for Munitions and War Production President Kehrl Berlin-Wannsee Am Sandworder 23.

Dear President Mohrl,

In your letter dated 22 December 1943 you pointed out the importance of close cooperation between your office and mine with particular reference to the allocation of labor. Of course I fully agree with your point of view. It is most pratifying to find that your officials are riving strong support at the armaments Office to my applications for manpower for the execution of tasks formulated in close agreement with your Planning Office. The aims of your Raw Materials Office are identical with the endervours of my office: to ensure that the chemical factories under my supervision attain the highest possible level of production and that factories in course of construction are completed and equipped as soon as possible.

Only my office, however, is in a position to deal with the distribution of labor allocated for the various sectors under my supervision, or with the allocation to individual works of manpower demands made by the Wehrmacht, because this requires detailed information about the plan as a whole and the position in individual factories.

TRANSLATION OF DOCUMENT No.NI-7569 CONTINUED

(page 2 of original cont'd)

I was not aware of any misunderstandings or even mistakes which are supposed to have occurred in the course of nerotiations conducted in the past direct between my office and the Armaments Office; should matters of any importance be involved I should be obliged if you could let me have further details.

May I be allowed to point out, however, that the efforts of my office in such matters as the procurement of foreign labor within the restrictions set on the initiative of the individual employer by the Plenipotentiary General for the Provision of Manpower, and the employment of certain classes of manpower (prisoners of war, inmates of concentration camps, prisoners, units of the Military Pioneer Corps, etc.), have had an effect upon the speed of progress of chemical production, and upon that production itself, which must not be underestimated. I consider that the initiative displayed by my staff in the procurement of labor, a virtue which has proved its worth in the past, must not be repressed in the future.

Heil Hitler!

Distribution of copies: signed: Dr. Krauch CRR Pukall

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CERTIFICATE OF TRANSLATICA

21 August 1947

I, ARTHUR MACNATARA, Civ.No.20191, hereby certify that I am thoroughly conversant with the English and Gorman languages and that the above is a true and correct translation of the document No.NI-7569.

ARTHUR MACNAMARA, Civ.No.20191.

_FFIDAVIR-

- 1. 1. I, Osweld POHL, former SS Obergruppenfuchrer and Chief of the SS Zeen mie Idministration Hein Office from 1 February 1934 until the final college herewith state the following facts under eath, known to be from personal knowledge.
 - In the course of interrogations by representatives of OUSCC, a number of documents were shown to me and other information material was submitted, or read to me to refresh my memory.
 - At the end of these interregations this afficevit in German was submitted to me which is a reduction of statements I have made about important matters.
- B. The E. A. Hein Office was charged with the employment of labor of Concentration Camp Innates since Earch 1942.

 Into ruppe B of my Hein Office was charged specifically with labor conditiont of Concentration Camp Innates. The Chief (of this Entspruppe) was Gruppenfuchrer GLUECKS, his deputy, Standartenfuchrer HIURER, and his assistant, Hauptscharfuchrer SOLIER.
- C. 1. The SS-concerns thouselves as well as almost all concerns if private and State amazont industries employed Concentration Comp Invates (in increasing numbers) since 1942.
 - 2. Decause of the coute mempewer shortage chaost all armament concerns approached by office to obtain labor from Concentration Camps. These who already employed such labor, in most cases constantly requested that the number of prisoners working for them should be increased.

(Page 2 of riginal)

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The industries caplaging the C meentration Comp inmotes were responsible for working conditions such as housing, feed, and health of prisoners. Salaries for the immetes were concrelly to be paid by private industry on the besis if rates fixed by the German Leber Frent. The naturate of the salary were transmitted by the individual concerns to the administration office of Concentration Camp Inspectorate. There they were consolidated every menth. I received a monthly survey from MAURER about the moneys received, which was then turned ever to the Transury of the Reich by my Office as back income of the Reich. The ruturn income of the Roich was investigated regularly by the Reich Hinistry of Finance under the direction of Graf SULLERIN VON EROSIGN. The Reich Finance Hinistry insisted that salaries should be collected as per agreement, and it complained frequently that manys received by them were to small. The Finance dinistry endocvered to cover the cost of the Concentration Camps with the payments of these salaries. The sums of the salaries which private industries turned ever to the Reich for the Concentration Comp prisoners represented not amounts, because private industry usually subtracted two-fifths from the salaries to be

poid for "services rendered" such as food, lodging and s forth. In view of the inadequate way in which the services were rendered, a deduction of two-fifths must be considered much too high, so that the labor of the prisoners for private industry was very chear.

The largest employers of concentration camp prisoners were according to number of employees in the order of their employment the following:

(Page 3 of original).

- a) My Latsgruppo Construction, directed by Obergruppenfuchrer Dr. Killier, especially for the job of shifting the arrement industry into underground emergency plants.
 - b) I.G. FIR Zd INDUSTRY. A.G.

c) HERILIN GLIRING FORES

EUGO SUHLEIDER L.G. (Heang)

o) Various firms of mirplane industry

f) BRIBIG

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2. Firms and Organizations with which I came in touch during my term of office.

I.G. FARBUM INDUSTRY, A.G.

c) In the beginning of 19,2 I had visited the I.G. Parson Works moar Auschwitz, together with Grup enfushrer GLUDOKS and FRUM. The reperesentatives of I.G. Parben present were: Dr. Otto L'BROS, Dr. DUBRREDLD, Dr. EISFALDF and Dr. SLWTO. I believe that the gentlemen Fritz TUR HUER and Hox BRUNGGHILMS were also present. At the occasion of this visit, or Grou, and the representatives of the I.G. Forben discussed labor commitment of C ncentration Camp Inlates. By request of Reichsfuchrer SS MILLE., I.G. Forbon was given pri rity in the employment f prisoner labor for the BUNA works. I assume that HILLE, took this step at the urging of the competent people in SPER's Himistry. According to what Dr. AMEROS told me, friendly relations existed also between him and HILLER. L'BROS alse gave ne regards f r MIN LER, with the request to be received by him.

(Page 4 of original)

- b) I visited BUNL and BLECKHI LR later several times. B th plants employed a large number of prisoners from Luschwitz.
- c) I visited the I.G. Parson institutions in TOLFIN-ATTRACTIO, tenes I believe before the War, by invitation of Dr. Prits GLJESSLY. GLJESSLY sont the invitation to Brightefucirer Indiabat f the Main Office, when he know personally from before. I accepted the invitation, tejother with leading personages of the Thin Office, we were joined by 3 - 6 gentlemen from the I.G. and our gr up was load by GLJEWSKY.

- d) During the War I inspected a new plant of I.G. Ferben situated not for from Merseburg near the HURLIN-MUNICH reilroad line.
- e) I also visited the experimental cil-slate plant in SCHCE.BIRG near Bibliggs (Wherttenberg). This experimentation plant was directed by the Chief of the German Oil Research Institute, Dr. Karl KRAUCH. This institute belonged to I.G. Parben. ibout 10.000 prisoners from DACHAU camp were employed there. Dr. KRAUCH's assistant was Dr. SENNEWALD.
- f) AMBROS also showed me the PHRIX TEXTILE FIBRE PLANT WITTENBERG on the Elbe.

HERICANI GOZATIG WORKS.

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- a) I have visited the HERMANN GOLFRING WORKS in SALTGITTER and had dealings there with Dr. RHEINLABUDER and two or three leading officials, whose mames I do not remember.
- b) I also visited the HERITHING COLL HINES in Upper Silesia which employed Auschwitz innates. The Chief was Director Dr. HEINE. HOUSE the Commandant of Auschwitz took me there.
- o) Once I also visited the HERMANN GOLRING WORKS in STEYR by invitation of the director there.

(Page 5 of original)

HUGO SCHNAIDER 1.G. (Hasag)

Generaldirector BUDIN saw me twice or three times in Berlin to negotiate with me about the employment of prisoners. The Hasag, whose Generaldirector was BUDIN, employed about 10.000 prisoners of Concentration Comps. BUDIN, the special plenip tentiary in SPERR's Himistry for the production of the Hochlauf Bayouka expressed to me in a teletype message that the Hasag "was more than satisfied with the attitude and achivement of ever 10.000 concentration comports oness who worked for them.

- A. Together with GLUBCHS, I inspected the HIHEEL Plane Plant in ORLHIBBURG. I do not remember the names of the directors of the concern when I not there.
- The vast destructions in the cirplane industry which
 was important for the effort, made necessary that the
 industry be shifted into underground emergency plants.

The building projects, carried out in many cases in connection with nearby concentration camps, came under the jurisdiction of the Chief of the Technical Office for final armaments construction, Hauptdienstleiter SAUR, in the SPEER Hinistry. The Chief of my integruppe C, Ober gruppenfuchrer Dr. KLITLER was charged with the execution of the project itself by instructions from the SPEER Hinistry, but usually commissioned by SAUR. 15 ut 15 extensive projects for the erection of underground emergency plants

for the cirplane industry were carried out by Lutsgruppe C with Concentration Camp prisoners. Supervision of the construction was carried out by construction engineers from our own office.

as for as I remember, General WADGLER was the ligison can in the aradients commission from the Reich Ministry for Lir. I am not sure if MANIANE negotiated with General WANGLER about the building projects. I am sure, however

(Page 6 of original)

that he negotiated with the Plenipotentiary General for Construction in the Reich Ministry for Mir, Director STOLEZ-DETHLEFFSEN.

As far as I know, the decision about these building projects of the airplane production rested for the most part with SAUR who also allocated the completed underground production sites to the individual firms. I remember clearly that an animated competition gross among the various firms for these underground plants.

After allocation of the underground plants to private industry, by office assigned the corresponding number of assumed responsibility for the prisoners regarding working conditions, number of working hours, food etc. in these underground plants.

 I wisited the IDSS_RSCHITT PLANT in FLOSS_RBUDGG (STATE_DTHILLER) and the undergr und plants in the Houthousen quarry among other things IDSS_RSCHITT also had giant pill-boxes (Bunkers) constructed near hughlderf and Landsberg.

KRUP2.

8.

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- c) I sysolf inspected the KRUFF FUEL WORKS in the Luschwitz Concentration Camp. Under the supervision of some KRUFP employees, only prisoners were used here in manufacture of fuses.
- b) I visited the KRUPP Concern BIR. A near Breslau with Camp Currender HISSIBROCK of Gress-R s on the had numer us pristness working there. The Camp Currender the visited BURTL frequently and a foreign of the concern showed no around.

(Page 7 of riginal)

LULR MIRICI A.G.

I inspected the outside work-totail near the NUER Concern in ORMFIERBURG. It is jossible that I not Hax LICERBURG and Dr. Meiarich P 280M in this occasion since I recall their numes.

9. RMMINISTALL-BORSIG.

Hell with ROLLS AF asked me at one time to visit the

BORSIG O neern. I did not get to it, however.

- The HUS WHIRKE had a production site in the Houengenne Concentration Comp.
- DYCKERHOFF and MIDN.FN A.G. used Concentration Comp innates for Construction Projects.
- 12. Helling & Littling 4.G. used Concentration Camp innates for Construction Projects.
- The DRISDING BUIL made credits available for our projects.

All Concerns mentioned under D 1 - D 12 inclusive, employed Concentration Camp Prisoners.

- H 1. RUDOLF BINGEL, of Siemons-Schuckert, I know personcally. GLUZCKS negotiated with BENGEL's representatives the employment of prisoners.
 - 2. Himistorial director DORSCH, the Chief of the Office "C astruction" ("Bau") in the Rew Enterials Office visited to several times. We discussed the Off in the framework of the Armement Commission. Then he discussed

(P. c 8 of original)

c lot of things with Dr. KABILIR. DORSCH directed all OF projects.

- I not AUGUST VOW FINCE at the fermal opening of the German Museum when he delivered a speech.
- 4. I made Hill's FISCHBOLOK's dequaintence in Lustria in 1939.
- 5. Dr. HEFFLIGE from the Com.orabank was SPHER's fiscal agent as Building Inspector of Borlin.
- I want to see Dr. EDIMRICH HURED in 1936 or 1937 in an affair outside of m duties. (It was an advertising project.)

(3)

- 7. I believe I not HEX ILGADE and WILHELD HEROTALE, but I den't knew for what reason. Brigadefuchror FLHSLAU, ith when these gentlemen worked for years, cortainly could give more detailed information about them.
- 8. I know Dr. HEBS HEARL from the "Circle of Friends" as well as from his activity as expert director for textiles for the Weffen SS and the Wehrmacht. He negetiated with LOURIER from my office most of the time.
- 9. KLSSLER was appointed Commissioner for Engines (Triebworks) Jet engines (Duesenmoter), Fast Pursuit Flones) tee. Then I visited him, he had requested two of my fermer collegues, Dr. HAT and Dr. HOBERG for his effice. Once I inspected a testing stand for engines, I believe BIT, together with KLSSLER and a whole group of

people: This was near Berlin where we saw such a Jet engine (Duesenmoter).

11. FRIPT KRANEFUSS from the BRABAG visited me frequently. Apart from my personal friendship with him, I negotiated with him about the employment of prisoners in the BRABAG.

(Page 9 of original)

- 12. Director LINDWER negetiated about the employment of prisences for the NESSERSCHITT ORKS.
- 13. WILHELM LEINEERG, MILIUMN GORRING WORKS was Chief of Personnel with PLDIGUR.
- 1... I know Dr. HUGEN HORR as SS-Sturmbannfuchror or Standartenfuchror. He worked in the Hein Office for a shirt time. He had dealings with Gruppenfuchror WITEE, the Chief of the SS-Hein Office at the time.
- 15. I know ORTLES, Weiger, as Chief of the Provincial Agency of the Red Cross in Weiger. He came to be in Berlin on behalf of the Red Cross. The new building for the Headquarters of the Red Cross in Babelsberg was built partly with the help of Concentration Camp prisoners.
- 16. PAUL PLEIGHR visited no once or twice in Berlin regarding employment of prisoners for the HERLING GOERING TORIS. There was not much to discuss, for we had made risoners available for the HERLING GOERING FORKS as far as possible anyhow. Like all other armament industrialists PLEIGER complained, of course, that he did not receive sufficient labor from us.
- 17. Dr. FIRDH ND PORSUME from the "People's Car" Plent (Volksuggenwork) in FALLERSLEEN visited no in Berlin to duscuss employment of prisoners for this firm in LONGWY.
- 18. I looked up PHILLIP RECUESE, before the wer in the citarette factory in RECUESED to make funds available for HILLER. I cannot say exactly any more how much I received from RECUESED for HILLER, I believe 100.000 RM.
- 19. I km w HEMAN REISCHLE from his notivity in the Roich Food Himistry and the So Thin Office race and sattlement (Resessiodlungshow thant)

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(Page 10 of original)

20- Dr. ROLCHING, "G homer" I mersionrat, came to me in Germany on Pebruary 1945. He discussed with me affairs of the "Germittee for the Reformation of the individual parts of the Webrancht", of which he was a member. I special became President of this Counittee in autumn 1944 to replace retiring General TIEGLE. ROZCHING specialized in changing the Araments Inspectorate. He manted to jut in more representatives of Industry and dismiss military representatives in the Armenent Inspectorate. This was not carried out and in my opinion, he would not have succeeded anyhow because resistance was to strong.

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(Page 9 of original)

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- 18. I looked up PHILLIP RESTRUCT before the war in the cigarette factory in RESTRUCT to make funds available for HILLER. I cannot say exactly any more how much I received from RESTRUCT for HILLER, I believe 100.000 RM.
- 19. I km to HERMANN REISCILE from his activity in the Reich Food Hinistry and the St Thin Office race and settlement (Hassosicelungshau thant)

(Page 10 of original)

Dr. ROBONLING, "G heimer" Kemersionrat, came to me in Germany on Pobrucky 19%5. He discussed with me affairs of the "Coumittee for the Referentian of the individual parts of the Wehrmacht", of which he was a member. I special became President of this Coumittee in autum 19%4 to replace retiring General FIEGLE. ROBONLING specialized in changing the Araments Inspectorate. He manted to jut in more representatives of Industry and dismiss military representatives in the Arament Inspectorate. This was not carried out and in my chinien, he would not have succeeded anyhow because resistance was to strong.

- 21. WILHIEL SCRIEBER had been to see me very often because of labor commitment in the Gustloff Concern, partially situated in Camp Buchenwald itself. I also had dealings with SCHIEBER in his capacity as Chief of the "Armament Delivery Office".
- 22. I negotiated with State Secretary SCHULTE-FIBLITZ, Chief of the Office for Margy in the SPHER Ministry for the construction of Electric Power Plants on the Danube.
- 23. Dipl. Ing. SHEELUME from the production office for Consumer Goods in the SPEER Ministry negotiated extensive ly with Gruppenfuchrer LOERWER from my office about Textiles and Leather etc.
- 24. I not OTTO STEINBRINCK in the circle of friends. I know of his activity in the coal, iron and stool economy in occupied Belgium, but not in detail.
- 25. "MILLER THREELERNY, I know slightly. Although he was not in the circle of friends he was still always in the parties which HL MASH gave at the occasion of the Reichsparteitage (Party Rally).

(Page 11 of original)

CIRCLE O. FRIENDS:

- 1. Collections of funds were taken up by Baron von SCHROEDER the transferred them to Obergruppenfuchror Karl FOLFF. FOLFF administered these funds ever which HI.ILER disposed directly for personal empenses and those incurred by reason of his position. By office had no right to investigate these funds.
- 2. After the joint dinner, the friends retired to small tables, the groups made of the same people usually. At times speeches were ande in the Circle of Friends. Am ng others, State Secretary HAULIER from the Reich Propagands Ministry speke twice or three times about the political situation in the armount field.
- The members of the Circle of Friends together in a grap inspected the Concentration Camps Dachau and Oranicaburg where they were shown particularly the "SS brd- und Steinworke" (Chsenry works?) in full operation. HILLER led the group and I explained everything. The immates of Oranienburg were dressed in their usual striped uniforms while the "Circle of Friends" inspected the work.
- 4. Is a rule, all members of the HEPPLER Circle of Friends visited the Roich Party Rally from the year 1934 m, if they were not prevented by sickness tee. The arrangeents were made by ARLHEUSS. They were housed in one of the hotels together in a group, tickets to the various perform moss were available and then they participated together in the so-called "biv une evening "which HHELLER staged. Guests from parts of the armed forces also participated in this bivounc evening. I myself knew all personalities personally who became members of the circle of friends after 1937.

(Page 12 of original)

I have read carefully each one of the 12 Pages of this affidavit and signed them personally, unde the necessary correction in my own handwriting and initialed them. I declare herewith under eath that all facts I stated in this affidavit are the complete truth according to my best knowledge and belief.

/s/ OS LLD POHL (Oswald POHL)

Sworn to and signed before no on this 5th August 1946 in Nuornberg, Germany

/s/ LERED H. BOOTH X-0.525.;

CERTIFICATE OF TRANSLATION

I, MRN. E. UIBERALL, AGO No. D-150096, hereby cortify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-382.

/s/ ERNA E. UIEDRALL
U. S. Civilian
AGO No. D-150095

- 8 -

"ZED"

TRADSLATION OF DOCUMENT NO. NI-4434 OFFICE OF U.S. CHIMF OF COUNSEL FOR WAR CRIMES

Affidavit

Warsaw, 12 Warch 1947

Present: John E. FRIED, Consultant to the U.S. Secretary of War Hertha C. KNUTH, Interpreter at the Office of Chief of Counsel for War Crimes, Nuremberg, Germany Nudolf HOESS

From Mey 1940, until 1 December 1943. I was commandent of the concentration camp at Auschwitz. Thereafter I was Chief of Office of the Department I of Wirtschafts Verwaltungs Hamptamt (W.V.H.A. - main office for economics and administration). Until 1 December 1943, one of my efficial functions was to inspect the use as labor (Arbeitseinsatz) of concentration camp priseners from the Auschwitz camp and subsequently to inspect the use as labor of a concentration camp whenever Pohl, the chief of the Main Office (Hamptamt), especially ordered me to do so.

According to my knowledge, the large scale use of concentration camp prisoners in the German private industry began in 1940/41. This utilization increased constantly until the end of the war. Towards the end of 1944, there were approximately 400,000 concentration camp prisoners used in the private armament industry and in establishments essential for armament purposes. How many prisoners were used prior or after that time I cannot say. According to my estimate, in enterprises with particularly severe working conditions - for instance, in mines - every month one fifth died or were, because of

Proge 2 of original inability to work, sent back by the enterprises to the camps in order to be exterminated.

The concentration camps have ... time offered labor to the industry. On the contrary, prisoners were sent to enterprises only after the enterprises had made a request for concentration camp prisoners. In their letters of request the enterprises had to state in detail which measures had been taken by them, even before the arrival of the prisoners, to guard them, to quarter them, etc. I visited officially many such establishments to verify such statements and this was always before the inmates would be sent.

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The enterprises did not have to submit reports on causes for death, etc. On the basis of reports which we roceived in the camps from the S.S. guard personnel and from the leaders of the labor details, on the decrease of the number of prisoners working in the respective enterprises, the number of deaths and of persons unable to work was communicated, and on that basis new prisoners were continuously sent out to the respective enterprises for replenishing.

During my official trips I was constantly told by executives of the enterprises that they want mere prisoners.

In the beginning of the war the enterprises peid little for this laber, perhaps Mr. 1.-, Mr. 1.20. Later on, they paid up to Mr. 5.00 for skilled workers. Among the prisoners sent out to be used as labor, there were

Page 3 of original

- 1) non-Jewish prisoners who were selected by reason of their professional training, and
- 2) Jews who were selected merely because of their ability to work. The age of the prisoners utilized for labor ranged from approximately 13 years upwards. Prisoners over 50 years were but rarely utilized for labor when they were particularly strong or were trained along special lines otherwise they were exterminated at once.

Prisoners utilized for laber who every evening returned from the plant to the concentration camp, had to work in the concentration camp on the same evening whenever collective or individual punishment to this effect had been imposed. Such additional collective or individual penal laber would be imposed because of minor offenses against the discipline, for instance, saluting not according to regulations. In such cases the prisoners had to work as long as daylight would permit, in the summer for two to three hours. In addition, the other customary

TRANSLATION OF DOCUMENT No. NI-4434

punishments were imposed.

(signed) Rudolf Hoess

(signed) John H.E. Fried

(signed) Hertha C. Khuth

We, the undersigned, herewith declare that Rudolf Hoess signed his name on all three pages of this document by his own hand in our presence, after having carefully read, in our presence, every page including the corrections as they now appear.

> John H.E. Fried, Consultant to the U.S. Secretary of War

Warsaw, 12 March 1947

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Hertha C. Knuth, Interpreter, OCCVC

CERTIFICATE OF TRANSLATION

I, HERTHA C. KHUTH, AGO No. X-46355, hereby certify that I am thoroughly convergent with the English and German languages; and that the above is a true and correct translation of Document No. NI-4434

HERTHA C. K.UTH U.S. Civilian ABO Fo. X-46355 Care be. NI. 434 & Bolle Bre. 15/2. 67 & B COPY OF DECUMENT No. NI 4434-A OFFICE OF GHIEF OF COUNSEL FOR WAR CRIMES VERTBVATE We, the undersigned, John H.E. Fried, and Hertha C. Knuth, declare and swear as follows: 1) That on 12 March 1947 in Warsaw (Poland) I, John H.E.Fried, at that time Consultant to the U.S. Secretary of War, interrogated Rudolf HOESS, the former commander of the concentration camp of Auschwitz; and that I, Hertha C. Knuth, at that time interpreter with the Office of Chief of Counsel for War Crimes, was present during the entire interrogation of said Rudolf Hoess, and that I took down into a typewriter the depositions of said Rudolf Hoess. 2) That prior to the beginning of the interrogation I, John H.E.Fried, informed Rudolf Hoess, that I was to interrogate him, for the Office of Chief of Counsel for War Crimes in Nurnberg; that I reminded him to tell the truth and nothing but the truth, and that he, before beginning to testify so affirmed; and that I, John H.E.Fried, handed to Hoess the three pages of the record, now bearing the number NI 4434, and asked him to read it carefully and if it contained the truth and nothing but the truth to sign each of these three pages with his full name; and that after having care-. fully read the three pages, Rudolf Hoess declared that these statements contained in these three pages are the truth and nothing but the truth, and affixed his signature to each of the three pages. Nurnberg 29 October 1947 John H.E.Fried Legal Consultant to the Tribunals AGO D 229966 Hertha C. Knuth U.S.Civilian, AGO X 046355 U.S.War Department Office of Chief of Counsel for War Crimes Sworn to and aligned before me on this 29th day of October 1947, by John H.E.Fried and Hertha C. Knuth, both personally known to me, as the persons making this affidavit. Kurt A. Hauptman -Nurnberg 29 October 1947 U.S.Civilian, War Department AGO B 246323 Office of Chief of Counsel for War Crimes CERTIFICATE I, Yvonne A Schwarz, Civilian, ETO No. 20108, hereby certify that the above is a true and correct copy of Document No. NI-4434-A the original of which is in the German Language. Yvonne A.Schwarz Civilian ETO No.20108 REMDA

TRANSLATION OF DOCUMENT R-129 OFFICE OF U.S. CHIEF OF COUNSEL

Stamp: Personal Staff Reichsfuehrer SS Document Administration File No. AR 1/24

Translation.

The Chief of the SS-Hain-Office Economics and Administration

Ch. Po/Ha 2192/42 g.

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Berlin, 30 April 1942.

Re: Attachment of the Inspectorate of the Concentration Camps to the SS-Main-Office Economics and Administration

The Reichsfuehrer-SS Berlin, W 11. Prinz Albrechtstr. 8

pencilled note: education and super vision r main the same (initials) HH (?)

Reichsfuehrer! Stamp: Secret

Today - report about the present situation of the concentration camps and about measures I have taken in order to carry out your order of the 3rd March 1942.

1.) At the outbrenk of war there existed the following concentration camps:

a)	Dachau	1939	4,000	prisoners,	today	8,000
b)	Sachsenhausen	State of the latest state	6,500		H	10,000
0)	Buchenwald	. #	5.300		11	9,000
a)	Mauthausen	11	1 500		n	5,500
100000000000000000000000000000000000000	Flossenbuerg	11	1,600	11	ir.	4,700
e) f)	Ravensbrueck	11	2,500	11	11	7,500

- 2.) In the years 1940 to 1942 nine further camps were erectaviz:
 - a) Auschwitz
 - o) Neuengamme
 - c) Gusen
 - d) Natzweiler
 - e) Gross-Rosen
 - f) Lublin
 - S) Niederhagenh) Stutthof

 - i) Arbeitsdorf
- 3.) These 15 camps conformed to the organization of the old concentration camps in regard to duties, work, composition of the commanding staffs, and discipline of camps for protective custody. Besides thes 15 camps the following special duties have been assigned:
 - to SS-Special Camp Hinzert: Commanding staff and guards are under my orders. The camps for protective custody is attached to the Reich-Main-Office-Security. No work-shops, no opportunity.
 - b) Camp for the protection of youth Moringen: No Workshops.
 - Camp for the protection of youth Uckermark: Is being erected.

- 1 -

TRANSLATION OF DOCUMENT R-129 CONTINUED

- d) Camp for the protection of youth Litzmannstadt: is planned.
- 4. In the last weeks the Reich-Hain-Office-Security and the Command-Authority of the Waffen-SS have applied for SS-Commanders for the Camps planned by these authorities in Riga, Kiew, and Bobruisk.

I think it right to submit such plans to the SS-Main-Office-Economics and Administration, so that they may be planned and carried out uniformly by one authority for SS and Police, so as it is now. There may easily be lack of collaboration and consequently ensuing muddle.

II.

- 1.) The war has brought about a marked change in the structure of the concentration camps and has changed their duties with regard to the employment of the prisoners. The custody of prisoners for the sole reasons of security, education, or prevention is no longer the main consideration. The mobilization of all prisoners who are fit for work, for purposes of the war now, and for purposes of construction in the forthcoming peace, come to the foreground more and more.
- 2.) From this knowledge some necessary measures result with the aim to transform the concentration camps into organizations more suitable for the economic tasks, whilst they were formerly merely politically interested.
- 3.) For this reason I have gathered together all the leaders of the former inspectorate of Concentration camps, all Camp-Commanders, and all managers and supervisors) of work on the 23rd and 24th April 1942, I have explained personally to them this new development. I have compiled in the order attached the main essentials which have to be brought into effect with the utmost furgency if the commencement of work for purposes of the armament industry is not to be delayed
- 4.) The transfer of the Inspectorate of the Concentration Camps to the Main-Office Economics and Administration has been carried out under full agreement of all Main-Offices concerned. The collaboration of all authorities goes on without any friction, the abolishment of lack of coordination in the concentration campis hailed everywhere as the shedding of the fetters mindering progress.

Heil Hitler!

Signed: POHL SS-Obergruppenfuehrer and General of the Waffer-SS.

1 enclosure.

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TRANSLATION OF DOCUMENT R-129 CONTINUED Stamp: Personal Staff Reichsfuehrer St Document Administration File No. AR/1/24 Translation The whist of the 53-Main-Office-Economics and Administration Berlin, 30th April 1942. Ch. Po/Ha. Chief Department D all Camp-Commanders Distribution: all work-managers all authorities economics pencilled note:

agreed (initials) HH (?)

Order

(1)

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The instructions and advit a given to the camp-commanders and work managers at the occasion of the discussions of 24th and 25th April 1942, we herewith issue as an order to become applicable as from the 1st May 1942.

- 1.) The management of a concentration camp and of all the economic enterprises of the SS within its ophere of organization is in the hands of the camp-commander. He alone is therefore responsible that the economic enterprises are as productive as possible.
- For the management of the economic enterprises the comp-commander agails himself of the services of the work-manager. The work-manager is bound to report to the camp-commander whether he expects any cks or disadvantages in carrying out an order or the camp-commander with to the work or the economic results.
- 5.) By this duty the work-manager becomes jointly responsible if any damages of failures ensue with regard to the work or the economic results.
- The comp-commanders alone is responsible for the employment of the labor available. This employment must be, in the true meaning of the word, exhaustive, in order to obtain the greatest measure of performance.

Work is allotted by the Chief of the Department D centrally and alone. The camp-commanders themselves may not accept on their own initiative work offered by third parties and may not negotiate about it.

- There is no limit to working hours. Their duration (5.) pends on the kind of working establishments in the camps and the kind of work to be done. They are fixe by the comp-commanders alone.
- Any circumstances which may result is a shortening of work hours (e.g.g. meals, roll-calls) have there-fore to be restricted to the minimum which cannot

TRANSLATION OF DOCUMENT No. R-129 CONTINUED

be condensed any more. It is forbidden to allow long walks to the place of working and noon intervals only for eating purposes.

7.) Guard duties have to be freed from their traditional rigidity and to be made more flexible having regard to the coming tasks of peace.

Sentries on horseback, watchdogs, movable watch towers and movable obstacles are to be developed.

8.) Huon more than before is required from each and every camp-commander if they carry out his order correctly. Hardly any camp is like any other one, therefore no uniform instructions shall be issued. But the whole responsibility is shifted on to the initiation of the camp-commander. He needs a clear professional knowledge of matters military and economic and he must be a clever and wise leader of men, whom he has to weld into a big potential of performance.

Signed: POHL

SS-Obergruppenfuehrer and General of the Fuffen-SS

For correct copy: Schiller

(0)

SS-Obersturmfuehrer and Adjutant

OF DOCUMENT No. R-129

10 November 1945.

I, FRED NIEBERGALL, 2nd Lt., Inf., 0-1335567 hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. R-129.

FRED NIEBERGALL 2nd Lt., Inf., 0-1335567.

TRANSLATION OF DOCUMENT 654-PS OFFICE OF U S SCHIEF OF COUNSEL

UIb

Discussion with Reich Fuehrer of SS Himmier on 18.9.42 in his Field Headquarters in the presence of State Secretary Dr. Rothenberger, SS Gruppenfuehrer Streckenbach and SS Obersturmbannfuehrer Bender.

also in 1. Correction (2 illegible pencilled words) by special cases where treatment at the hands of the police in cases where judicial? sentences are not severe enough. On the suggestion of Reichsleiter Bormann, the following agreement was reached between (marginal) the Reich Fuehrer of SS and myself: note in

- a) In principle the Fuehrer's time is no longer to be burdened with these matters.
- b) The Reich minister for Justice will decide whether and when special treatment at the hands of the police is to be applied.
- c) The Reich Fushrer of SS will send the reports, which he sent hitherto to Reichsleiter Bormann, to the Reich Minister for Justice.
- d) If the views of the Reich Fuehrer of SS and those of the Reich Minister for Justice agree, the final decisio on the case will rest with them.
- e) If their views are not in agreement, the opinion of Reichsleiter Bormann will be brought to bear on the case, and he will possibly inform the Fuehrer.
- f) In cases where the Fuehrer's decision on a mild sentence is sought through other channels (such as by a letter from a Gauleiter) Reichsleiter Bormann will forward the report to the Reich Minister for Justice. The case will then be decidet as already descrobed by the Reich Fuehrer of SS and the Reich Minister for Justice.
- The delivery of anti-social elements from the execution of ther sentence to the Reich Fuehrer of SS to be worked to death. Persons under protective arrest, Jews, Gypsies, Russians and Ukrainians, Poles whith more than 5-jear sentences, Ozechs and Germans with more than 8-year sentences, seconding to the decision of the Rei Minister for Justice. First of all the worst anti-social elements amongst those just mentioned are to be handed over. I shall inform the Fuehrer of this trough Reichsleiter Bormann.
- Administration of justice by the people.

This is to be carried out step by as soon as possible, first of all in the villages and the samil towns of up to about 20,000 inhabitants. It is difficult to carry out in large towns. I chall rouse the Party particular, ly to cooperate in this scheme by an article in the Hoheitstraeger (NSDAP publication). It is evident that jurisdiction in may not lie in the hands of the Page

ty.

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UIb

coording 4. Orders regarding the police and justice are, in future to the to be tempered, for example, not prosecuting unmarried mother armanen they attempt to procure abortion.

by of the The Reich Fuehrer of SS is agreed that the cancellaourts 5. The Reich Fuehrer of SS is agreed that the cancella?) (marginal tion so sentence, even for members of the police, will note in pen- rest, as in Article 8 of the law relating to the consellation of sentence, with the Reich Minister for Ju-011) stice. .

- The Reich Fushrer of SS has given full consent to the ruling I have planned on the corporal punishment ordered by the Fushrer.
- I shall refer to the Common Law relating to slices and will give notific tion of the claims of Justice, e.g. in the identific tion of young people as enti-social elements and ther arre t. Also, it seems to me that the nctuel corcumstances which serve to stamp a person as enti/social are not 1 id down in the law with sufficient clarity. The Reich Fughrer of SS is waiting for our opinish, and until then will not carry out the text of the

by which he has made clear that 8. The Reich Fuehrer of SS has agreed to a clause for the a reducti- juvenile Court Law, whereby the age of discr tion can be extendet to over 18 years. on in the age limit of jull age of

9. SS = Obersturmbennfuenrer Bender, of the Staff of the Reich Fuehrer of SS, is appointed by the Reich Fuehrer (SS as limison officer for matters which appear to ne-cessitate direct limison with the Reich Fuehrer of SS. on is me-He can be contacted any time by telepritor in the Field Headquarters of the Roich Fuehrer of SS, and will come once every month to Eprin to report to me here. Haupt-sturmfuchrer Wanning r is appointed as limison officer for other matters, and he will be at Security Headwarters (Sicherheitshauptamt). orginal noe in Ben-

- lo. The Reich Fuehrer of 55 declared that, in the infliction of punishment, special establishments schould be set up, on the principle that confirmed criminals should be confined separately and that those capable of improvement should be separated according to the nature of their crimes (e.g. impostors, thieves and those who have committed nots fo violence). This was recognised as correct.
- 11. The Reich Fuehrer of SS demends that the penal register schould be kept by the police, arguments against this are to be exemined (concellation and tightening up of the Penal Register Bill and additions made to it). The question is to be further discussed with Gruppenfuchrer Streckenbach.
- The Reich Fuchrer of SS peinted out as reliable SS -12. Obersturmfuehrer Reichsgerichtsrat altstoetter, at present on active service as a Major, and also Landgerich praesident Stopp: he designated as unreliable Generalstantsanwalt Jung in Dresden.

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TRANSLATION OF DOCUMENT 654-PS OFFICE OF U.S. CHIEF OF COUNSEL cont'd

UIb

- 13. Finally, the Reich Fuehrer of SS broached the subject of the Office of the Public Prosecutor and . ts transference to police. I rejected it flatly. There was no further disscussion of this subject.
- 14. It is agreed that, in considerration of the intended aims of the Government for the clearing up of the Eastern problems, in future Jews, Pole ypsies, Russians and Ukrainians are no longer to be judged by the ordinary courts, so far as punishable offences are concerned, but are to be dealt with by the Reich Fuehrer of SS. This does not apply to civil lawsuits, nor to Poles whose names are announced or entered in the German

Signed Th.

CERTIFICATE OF TRANSLATION OF DOCUMENT NO 654-PS

I PETER FRASER, Captain, K.R.R.C., 76558, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document 654 - PS.

PETER FRASER Captain, K.R.R.C. 76538

- 3 -

TRANSLATION OF DOCUMENT No. NI-638 OFFICE OF CHIEF OF COUNSEL FOR WAR CRILES

BBH306

The Reichsminister for Armament and War Production Berlin NV 7, 9 October 1944 Unter den Linden 38 Telephone 11 47 40

armaments Office, Employment of Labor

File No. 460 (Mucstungsamt, Arbeitseinsatz, Aktenziffer 460)

stamped for the files

Express-Letter

stamped: received: November 194 (last figure illegible)

To the

1) Chairmen of the Armaments Commissions

2) Armaments Inspectors and Chiefs

3) Chiefs of Main Committees, -Sundicates and Production Committees, with extra copies to Special Committees and Syndicates.

4) Reich Iron Trust

5) Plenipotentiary General for Labor 6) SS Economic and Administrative Lain Office

7) Distributor A

Regarding: Requests for Allocation and Employment of Concentration Camp Detainces.

.11 applications now under review for the allocation of male or female concentration camp detainee-labor are hereby declared void. The only exceptions are applications already submitted to the SS Economic aministrative bein Office, which have in the meantime been partly If possible they will be completed so as to meet the complied with. applicants' requirements.

New applications for allocation of male or female concentration camp detainees are to be in triplicate as per the enclosed model and forwarded exclusively to the Reich Minister for Armament and War Production, Unter den Linden 38, for attention of Major v.d. OSTEN, Telephone No. 11 17 hO. Applications must previously be checked with the competent Labor Offices or Gau Labor Offices in order to avoid duplication of requests for Labor, (Concentration Comp detaineds and free workers) right from the beginning. Mowly received applications will be examined in collaboration with the Plenipotentiary General for the Employment of Labor as to their justification and urgancy, and will be forwarded to the SS Economic & Edministrative Main Office by courier. Subsequently, the SS Economic and ..dministrative Main Office will send a representative to the applicants to examine conditions with a view to separate employment and escape-proof housing. Given these conditions, the requested labor will be allocated, subject to availability.

To ensure orderly proceedings and speedier completion, it is not permissible under my circumstances to communicate direct with the SS Offices.

Armaments Office 277

TRINSLITION OF DOCUMENT No. NI-638 (cont'd.)

(Page 2 of original)

Model for express letter Armaments Office, Employment of Labor, File No. 460 of 9 October 1944.

Bogerding: -rmnment Section - Employment of Concentration Camp Detaineds or Building Section.

 pplicant:
 Competent Specialist: Telephone:

- 3.) Work to be carried out: h.) Number of detaineds required: a) Mon b) Women
- 5.) Housing:

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-rmamonts Office 277.

CERTIFICATE OF TRANSLATION

1 -pril 1947

I, AGNESS ELRIEY, No. 20187, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-638.

AGNESS ELRIEY No. 20187

CFFICT OF CHIEF OF COUNTY FOR A CRIS

1939 VERCADIUMOS DIATT, P.6 DES GENERALGOUVERNTENTS FUER DIN BESETZTEN POLITSCHEN GERMETE. (For the occupied Polish territories).

Decree concerning the introduction of compulsory labor-conmitment of the Polish population of the General Gouvernment of 26 October 1939

VERORDUNG UNDER DES LEGENTSPLICHT FURR DES POLITICALS DEVOELEMENTS DES GRANDELL GOUVERNE ENTS von 26 Oktober 1939.

On the basis of paragraph 5 part 1 of the decree issued by the Fuchrer and lokehshanzler on 12th October 1939 and dealing with the administr blon of the occupied Polish territories I herewith order:

Par.1

1) All Poles residing in the General Gouvernment between the ages of 18 and 10 are subject to public labor -conmitment, which decree is taking immediate offset.

2) For Jous special decree will be issued.

Par.2

Persons in the position to prove a permanent occupation of public interest are not to be drafted for the accomplishment of the compulsory labor-counitment.

Par.3

The public compulsory labor-commitment comprises particularly work in a rigultural enterprises, construction and maintenance of public buildings, construction of rolds, waterways and railways, regulation of rivers and works contributing to public culture.

Par.4.

- 1) The vertices will be paid according to tage-scales considered just.
- 2) The care of the workers and their finities is to be assured within the first of the sibilities.

Par.5

The Chief of the Track Labor of the office of the General Gouvernement will issue the regulations access by for the execution of this decree.

Marsaw, 26th Detobor 1939.

The Governor General for the Occupied Polish Territories.

FRINK.

CENTURY OF THE MEL THE

I, JOHN J. DOTT, 1.00 No.A-444412, horeby contify that I am thoroughly conversant with the English and German Languages; and that the freve is a true and correct translation of the Document Po.NI-/310.

PARTIAL TRANSLATION OF DOCUMENT No. 2233-PS OFFICE OF US CHIEF OF COUNSEL.

Page 1.

FRANK's DIARY - Abteilungsleitersitzungen 1939/40 (Meetings of Departmental Chiefs in 1939/40)

> Meeting of Departmental Chiefs at the Bergakademie (Academy for mines), Friday, 10th May 1940.

Page 23.
Page 1:
Then the Governor General deals with the problem of the Compulsory Labor Service of the Poles. Upon the demands from the Reich it has now been decreed that compulsion may be exercised in view of the fact that suffi-cient manpower was not voluntarily available for service inside the German Reich. This compulsion means the possibility of arrest of male and female Poles. Because of these measures a certain disquietude had developed which, according to the individual reports, was spreading very much, and which might produce difficulties
everywhere. General Fieldmarshal GOERING some time ago
pointed out in a long speech the necessity to deport into the Reich a million workers. The supply so far was 160,000. However, great difficulties had to be overcome. Therefore, it would be advisable to consult the district and town chiefs in the execution of the compulsion, so that one could be sure from the start that this action would be reasonably successful. The arrest of young Poles when leaving church service or the cinema would bring about an increasing nervousness of the Poles. Generally speaking, he had no objections at all if the rubbish, capable of work yet often loitering about, would be snatched from the streets. The best method for this however, would be the organiza-tion of a raid, and it would be absolutely justifiable to stop a Pole in the street and to question him what he was doing, where he was working etc.

CERTIFICATE OF PARTIAL-TRANSLATION OF DOCUMENT No. 2235-PS.

25 November 1945.

I, ERNST M. COHN, Pfc. 33925738, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct part-ial-translation of Document No. 2233-PS.

> ERNST M. COHN Pfc. 33925738.

- for preventing the dinger and it must do everythin to accomplish its traks; that is, to diminish the possibilities of denger to a minimum. Since enforcements cannot be counted and it is the special task of the inspectors and state police administrative offices to unpolice administrative offices, charged with the commitment of the amnewer, to take over the affairs of the security police tithan the sphere of their jurisdiction.
- (2) The tasks resulting from the execitment of Justians are to be summarised by the at to police auministrative offices in a periodic report end to be recorded the roin by a responsible executive ordicial of the criminal police under constant personal supervision of the elders of the state police offica.
 - (3) honover possible, an efficial is to be appointed for a certain number of plants, employing manpower from the original Soviet Russian territory, who in connection with the counter-explanage officials, directs the supervision of this compower at the place of and in the quarters.
 - (4) is far as these plants with mentower from the ori inal Seviet Russian territory do not yet have commissioners for political counterintelligence, such men are to be appointed.
 - (5) Lacking further possibilities of supervision, it is absolutely necessary to ostablish an especially intensively active intelligence service among the laborers, whereby special attention is to be given to the dissemination of communist ideology and the danger of schotage acts.

IIII. Placement and Supervision.

- (1) The provision of separate and supervised placement of manpower from the original Soviet Russian territory, as provided for under number AV of enclosure 1, must not be disregarded with the singular exception of the individually employed female laborers on the farms.
- (2) 1). Special attention must be given to the prompt procurement of guards for the plants mentioned under number AV 1b) and c) of the enclosure.

Even though the plants and the Reich employment administration are obliged to assist intensively in adcomplishing this task, the responsibility is nevertheless that of the administrative offices of the security police.

2) Therefore, the following procedure is intended:

a) The state employment offices have orders to plan continously for several weeks in advance, to which plants of their district and in what numerical strength the manpower from the original Soviet Russian territory, due to arrive with the next transport, will be distributed. They shall immediately, after drawing up respectively completing the plan, imform the inspectors of the security police and of the SD about that they, in turn, have to take care that they are constantly kept informed and in communication with the district leader (Bezirdsobmann) of the guild of protective trade (Frehrupso Bezachungsgewerbe).

b) The inspector of the security police and of the SD of the district in which the sampower from the original Soviet Russian territory is newly counitted, receives information promptly, before the arrival of each transport, from section IV 3 lb of the Ruich security main

office (REHA.).

He inferms:

The state employment office - section manpower commitment - unich, if necessary, has to inform about changes of the arrangements; the inspector of manpower is made in such plants which need officers from the remain police for the quarks; the district lander of the quild of protective trade with the task of furnishing the quarks for and to establish communication, himself or through the arrange with the state police administration office, locally competent for the injudgal plant; the locally competent state place administration office.

- c) The state police office then must examine or must have examined the quarters arranged by the plants. It shall be ascertained whether plant protection exists in the plant, and whether it is sufficient muscrically for the quarding of the sampuser from the original Seviet Russian territory. If this is not the case, the state police office has to provide for the increase of the plant protection by the protective trace. In the plants where we plant protection exists, it has to supervise the quards made a will ble by the protective spacey and to examine whether they fulfill the requirements as to number and qualification.
- 3) The commitment of the protective trade in protected plants has been discussed with the high command of the armed forces. The administrative group "work consistent" in the Four Year Plan will inform the central offices who have state plants with own ward service subordinated to them, that they can receive manpower from the original Seviet Dessian territory only if they promites the supervision of Pangewer by the guard service provided for these plants. Since a peor supervision of the manpower in these plants and agers the Emeral security, the state police administration offices will also have to keep an eye on the guarding of these plants and to report difficulties to the RSH...
 - 4) Inspite of all procautions, numerous difficulties will arise especially in anking available the required guard personnel. These are to be overcome locally as well is possible and in case of failure, to be reported by teletype.
 - (3) When supervising the guarding of this manpower, the state police administration offices will, above all, have the following duties:
 - a) Confirmation of the leader of the guard as well as his duty.

 In plants with plant protection the leader of the guard is usually the leader of plant protection. In the plants in which are or will be exclusively men of the protective trade, the official furnished by the regular uniformed police in the county usually the rural police official is to be appointed leader of the guard. Leaders and deputies should be auxiliary police officials if regular police officials are not available. In larger camps additional capable men may possibly have to be appointed as auxiliary police officials since an auxiliary police official must be at hand at all times. However, attention has to be paid to the fact that guard officials will be appointed as auxiliary police officials only to the absolute necessary extent.

- b) Instructions for the plant protection and the guard personnel. The guards sust keep strictly away from the Soviet Russian manpower and must not speak with them except in line of auty. They have to treat the camp inhabitants strictly but must not coassit any injustices against them.
- c) The conduct of the guards is to be checked constantly. Violations against discipline by the men of the plant protection and the protective trade are to be punished by the state police.
- d) Selection of these German men of the administration personnel who are to be given additional duties of special plant protection against the Pussians

the necessary number of German foremen and masters is to be entrusted with these plant protection functions. The men selected for this purpose must be politically dependable, their character unobjectionable, and capable of acting energetically. In plants with a main office plant protection, the subordinate office plant protection non are to be subordinated to the plant protection leader. In plants without a main office plant protection, an subordinate office plant protection leader is to be appointed from among them; he is character with the supervision of the subordinate office plant protection men. The plant protection can are responsible, in the sense of the aforesaid, for the constant orientation of the pureds. The state police offices have to convince themselve about the through spot checks and, if necessary, have to order additional training under consideration of the given situations.

 c) General instructions to the number recording to the attached sample (see enclosure No. 2)

f) special instructions to the guards in individual cases or in special

local questions.

The task of the guards is soldly the guardingand maintaining of discipline of the management from the original Soviet Russian territory. Special problems of administration are not to be given to them. The administration of the campo is, rather, a special affeir of the plant; that includes also the keeping of a camp diary rosp, of campaindex. Of cause, this does not exclude the fact that the lander of the curre can make complaints her maladministration smeanger the execution of tasks of the security police.

III. Combatting violations against discipling.

- (1) According to the equal status of the manpow'r from the original. Soviet Russian territory with prisoners of war, a strict discipline must be exercised in the quarters and at the working place. Violations against discipline, incl. work refusal and loafing at work, will be fought exclusively by the secret state police. The smaller cases will be settled by the leader of the guard according to instruction of the state police administration offices with measures as provided for in the enclosure. To break acute resistance, the guards shall be permitted to use also physical power against the manpower. But this may be done only for a cogent cause. The manpower chould always be informed about the fact that they will be treated decently when conducting themselves with discipline and accomplishing good tork.
- (2) In severe cases, that is in such cases where the measures at the disposal of the leader of the mard do not suffice, the state police office has to act with its means. Accordingly, they will be treated, as a rule, only with strict measures, that is with transfer to a concentration camp or with special treatment.
 - (3) The transfer to a concentration camp is done in the usual manuer.
- (4) In especially severe cases special treatment is to be requested at the Reich security main office, stating personnel data and the exact history of the act.

- (5) Special treatment is hanging! I should not take place in the immediate vicinity of the camp! A certain number of the manpower from the original Soviet Russian territory should attend the special treatment; at that time they are warned about the circumstances which led to this special treatment.
- (6) Should special treatment be required within the camp for exceptional reasons of camp discipline, this is also to be requested.
- IV Anti-Roich activities (Roichsfeindliche Bestrebungen).

Anti-Reich activities, especially dissemination of communist ideology, propaganda of disunity, sabotage acts, are to be fought against with the strictest measures. The care in obtaining information shall not suffer through quick arrests, in order to catch the whole group of perpetrators. Anti-Reich conduct is, as a rule, to be punished by a pocial treatment, in slighter cases a transfer to a concentration camp my be considered.

V. Criminal Violations.

- (1) Criminal violations will fundamentally regardless whether committed inside or outside of the camp be punished by state colice measures. The inquiries, as for as necessary, are to be and by criminal police offices.
 The county police offices are instructed to subsit results of inquiries to the competent state police administration office before sending them to the public prosecutor.
 - (2) Criminal delicts are generally to be punished as violations against discipline, that is, against smaller violations the state police measures, against crimes like murder, deadly assault, robbery special treatment will be used.
 - (3) Then committing captial crimes spainst German persons, a logal judgment ray, however, in an individual case, appear suitable. If the state police office considers this necessary, it can transfer the case to the prescuting attorney under the provision that, according to the criminal laws, one can safely count on the death penalty for the perpetrator.

VI. Scoupl Intercourse

- Sexual intercourse is forbidden to the imposer of the original Seviet Russian territory. By seems of their closely confined quarters they have no opportunity for it. Should sexual intercourse be exercised nevertheless especially emong the individually capleyed manpower on the forms the following is directed:
 - For every case of sexual intercourse with German countrymen or women, special treatment is to be requested for myle manpower from the original Soviet Russian territory, transfer to a concentration camp for female manpower.
- When exercising sexual intercourse ith other foreign workers, the conduct of the tempower from the original soviet Russian territory is to be punished as severe violation of discipling with transfer to a concentration comp.
- VII. Heasures against fraternziation with mangewer from the original Soviet Russian territory.
- (1) Special attention is to be paid to the fundamental segregation of manpower from the original Soviet Russian territory from the German population. It is important to prevent a penetration of communistic ideology into the German population by cutting off every contact not directly pertaining to the work and , if possible, to avoid every solidarity between German people and the manpower from the original Soviet Russian territory. Against Germans who act to the contrary, steps are to be taken by the state police according to the situation of the individual case.
 - (2) If Gurman countrymentor women should exercise sexual intercourse

or commit indecent acts with manpower from the original Soviet Russian territory, transfer to a concentration camp is to be requested.

(3) The intercourse between other foreign workers employed in the Reich and the manpower from the original Seviet Aussian territory also brings great dangers to be dealt with by the security police, therefore, it should also be fought with measures against the foreign workers. As a rule, the transfer into a correction comp (deportation for Italians) will be considered; this is also valid for cases of sexual intercourse.

VIII. Search.

- Pugitive workers from the original Sevict Pussian territory are to be amounted principally in the German search back (Cahndungsbuch). Furthermore, search measures are to be decreed locally.
 - (2) Then exact, the fugitive must receive to cial treatment.
- IX. Handling in the Reich security main office.
- (1) Requests, reports, inquiries resulting from the treatment of the manpower from the original Soviet Russian territory seconding to the existing directives, are to be transferred to section IV. I of the Roich security main office, competent for the handling of 3 vict hassian affairs.
- (2) Only inquiries and reports, especially portaining to the guarding of this manpower, are to be addressed to section IV & 1b of the Reich security main office.
 - P. Manpower from the Bultic states and force a nameower, not of Polish origin, from the Government Canada and from the annexed Eastern territories.

I. General.

- (1) This mempeter is to be treated uniformly in the Reich by the state police. On the basis of the political view of these nations resp. tribes (Volksstaume) toward the Reich on the one hand and their position in the East on the other hand, they are to be reversed by the general regulations valid for foreign campower, but are subject to special limit tions in their way of living.
- of this ampower from the German people. Since the conspicuous separation of this ampower is not closely confined and guarded, it is the task of the secret police to be especially watchful about the obedience to the mentioned principle. The secret police has to inform the offices charmed with the employment of forcioners through constant communication, that this principle will be considered in all measures of work employment. Settlement of these persons in the Reich, individual billeting inspite of existing collective quarters, position superior to that of a German worker, etc. must not be tolerated. As for any these people themselves violate the established principle, and act unlawfully against Germans by insubordination and acts of violence, such a conduct will be met with state police measures.
- (3) This many ower must, under no instance, be put on the same level as the Poles or the manpower of the original Soviet Russian territory, on account of their matiens: fundamental integouism toward the Polish people and Belshevism. Nevertheless, special attention should be paid to them especially by the establishment of an active intelligence service among this manpower since their good conduct toward the German nation might change into the opposite, but at least could stiffen, because too high political expectations are not fulfilled.

II. Anti-German activities.

.nti-German activities like sabotage acts, communist-marxist agitation, anti-German statements, strike instigation, are, under consideration of the aforesaid, to be met with all strictness, applying the usual state police

megsures.

III. Fighting against the breach of work contract.

- (1) The fighting against the breach of work contract of this manpower is principally the duty of the secret state police.
- (2) This does not man, of course, an interference with the activity of the Reich arbitrator of work with the means at his disposal in the regulation and settlement of industrial difficulties as long as no active intervention is necessary. If more stringest measures are necessary, the arbitrator mild transfer the precedings to the second state police.
- (3) In every case, however, it is the tosk of the state police administration office to check whether the violation of the work duty by this manpower is not caused by the plant by breach of contract as well as general bad treatment. If the conduct of the concurred arm over appears justified through the fault on the part of this plant, the state police is not to interfere, since this is free sampower.
- (4) In any other case, however, i mediate action is necessary and, in case of a branch of contract on part of this sungeous, the transfer to a correction case is to be preceded, as a rule. In cases of severe repitition the transfer to an concentration case car also be requested. In the cases of branch of contracts handled by the state police, also relitator has to be informed each time about the decision.

IV. Criminal violations.

- (1) The inquiry proceedings of all criminal violations countted by the named manpower are to be submitted by the local police offices, rural police offices resp. criminal police offices, after conclusion of the inquiries, to the state police administration offices.
- (2) The county police offices have received tenture ions accordingly. The intervention of the state police administration offices serves the purpose to give them a clear view of the crimes of the Eastern werbers in their districts on , besides, to punish especially objection ble criminal sets by state police measures.
- (3) The Inquiry proceedings resunted to them are to be punished as follows:

Grimes against decomey, note of violence, and note of sabotage are to be punished fundamentally by serte police measures (Special treatment); however, I invo no objection a minst a transfer of the inquiry proceedings to the competent public prosecutor if, according to the tenal laws, one can safely count on the death sentence against the perpetrator. In these cases the result of the trial is to be ascertained; should a forth sentence not be passed, against expectations, a report has to be are to to me attaching a copy of the sentence.

Inquiry proceedings resulting from other cats are, as a rule, to be transferred to the competent public prosecutor. If a strong increase of crimes is noted in certain spheres, then there are no objections at all to punish purely criminal acts, as a deterrent example, by state police measures.

V. Searching for fugitive workers.

As far as the proceedings for searching for furthive persons are concerned, the directives valid for Polish civil workers are to be applied in the same sonse.

VI. Sexual intercourse with Germans.

(1) The sexual intercourse of the manpower from the Baltic states as well as of the foreign manpower of non-Polish origin from the Government General and from the tanexed Eastern territories with Gormans is punishable by severest penalties. (Changed by Circular decree dated 23 Ontober 1943)

The workers will be instructed thoroughly by using the attached orientation shoot (enclo; 3) and foreign languages text when reporting at the local police offices. An instruction of the German population will be effected through the party administration offices.

- (2) The county police offices have received instructions to arrest without delay workers he violate this regulation and to report them to the competent state police administration office.
- (3) For male manpower who had sexual intercourse with German, special treatment is to be requested, for famile manpower, transfer into a concentration camp. The directives issued for the special treatment of Polish civil workers are valid correspondingly; this is also applicable for the treatment of the involved German persons.

VII. Handling by the Reich main effice.

Requests, reports and inquiries resulting from the treatment, according to the existing directives, of the wanpower from the Balkic states as well as of the fereign rangewer of non-Polish origin from the Government General and the annexed Eastern territories, (changed by circular secree dated). 7 December 1942, section VII) of the Reich security as in effice, competent for the handling of these persons.

C. Hanpower of Polish nationality from the Government General and the annoxed Eastern territories.

The valid regulations for management of Polish nationality are listed in enclosure 1 under C. Then Polish civil workers counit punishable acts, and if the state police office is to act. Iter submittal of the inquiry proceedings, the directives issued under B IV of this decree are to be applied.

New as before, the section IV D 2 in the Reich security main office is competent for the tre-thent of wivil workers of Polish nationality. To the inspectors of the security police (EdS.) in Frague, all state police administration offices, criminal police administration offices, security service (main) offices (SD-(L)A).

For information:

To the mither SS and police officers, (MSSNFF.), districts of security police (MSS.), commandant of the security police (MSS.) in the Government General

- Not published -

OF DOCUMENT NO. 3040 PS

25 November 1945

I PPC ERMST.N. COHN, 33925738, hereby cortify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct partial translation of Document No. 30/0 PS.

PPC ,33925738

PARTIAL TRANSLATION OF DOCUMENT No.3044-PS OFFICE OF U.S. CHIEF OF COUNSEL

From: Verfuegungen / Anordnungen Bekanntgaben, 2nd vol edited by the Party Chancellory, publ Zentralveriag der NSDAP

Regulation no 4 of the Plenipotentiary-General for the mobilization of labor on the recruiting, care, ladging, feeding, and treatment of foreign workers of both sexes of 7 May 1942.

In the tremendous struggle of fate of Europe, the Greater German Reich is constrained to import a tremendous number of non-German (foreign) workers of both saxes into the Reich secure its armament and food supply. All these working people, prisoners of war included, will be treated, according to the oldest traditions of the German people and of our race, correctly, decently, and humanally.

The recruitment of foreign labor will be done on the fundamental basis of volunteering. Where, however, in the occupied territories the appeal for volunteers does not suffice. Algatory service and drafting must be under all other lances be resorted. This is on indisputable requires not of our labor situation.

Recomment must be made as befits the prestige of the Greater German Reich and the will of the Fuehrers. I cresponsible promises regarding pay, contracts, housing, free-lime etc. must be made. Living conditions in Germany isself, which are better that any where else in Fureps can and should be emphasized without exaggerration being necessary. Jenish methods of catching people such as they customary in the democratic states of the capitalistic age are unworthy of the Greater German Reich. With the above principles as a basis I order the following:

I. General.

1. The recruitment of foreign labor in the areas occupied by Germany in allied, friendly, or neutral states will be carried out exclusively by my commissioners, or by the competent German military or civil agencies for the tasks of labor mobilization.

Other agencies, organizations or persons are not allowed to recruit foreign labor. Any exceptions need my express approval. I will also determine whether, in what way, and to what extent enterprises (organizations business, administrations) are to take part in the recruitment or foreign labor. These taking part in the recruitment are subcadinate during the carrying out of recruiting to my commissioners or the competent mill-tary or civil agencies.

My commissioners in Allied, friendly, or neutral foreign countries are the former foreign agencies of chief division VV of the Reich Labor Ministry. They will bear from now on the official name:

The commissioner for the 4 year plan The Plenipotentiary General for Mobilization of Labor Office. (for example Italy, etc.) PARTIAL TRANSLATION OF DOCUMENT No. CONTINUED 3044-PS

I reserve for myself the installation of commissioners in other countries.

- 2. The care of foreign labor will be carried out.
 - a) up to the Reichs border

 by my commissioners or ---- in the occupied areas by the competent military or civil labor mobilization agencies. Care of the labor will be carried out in cooperation with the respective competent foreign organization
 - b) Within the area of the Reich:
 - 1) By the Gamen Labor Front in the cases of nonagricultural workers
 - Ey the Petch Food administration in the case of agricultural workers.

The German lever Front and the German Food administration are bound of my directives in the carrying out of their tasks of caring for one workers.

The agencies of the labor mobilization administration are to give far-reaching support to the German Labor Front and the German Food Administration in the fullfillment of their assigned tasks.

My competence for the execution of the care for foreign labor is not prejudiced by the assignment of these tasks to the Gorman Labor Front and the Reichs Food Administration.

II, Carrying out of Recruitment

friendly, or neutral foreign countries, my commissioners are solely responsible. They must, in all cases of political importance, come to an agreement with the chief of the respective German diplomatic missions and to this extent are bound by the directives of the chief of the mission or his deputy. The missions chiefs are to be informed of all basic questions of mobilization of labor. Negotiations with foreign agencies and organizations in foreign lands which are of basic importance are to be carried out in agreement with respective the Reich representative or on the basis of their arrangements. Conversations with foreign agencies and organizations on questions of technical execution of recruitment can be carried on by my representatives directly.

The foreign office has informed the leaders of the German diplomatic and consular missions abroad give farreaching support to my representatives in their work especially within the framework of existing political possibility to make sure that my representatives can carry out their tasks free from groundless interference by foreign offices, organization, or other agencies or persons. In cases ethnic Germans (Volksdeutsche) are settled

in the recruiting areas, close touch with the leaders of the respective German ethnic group is to be kept by my representatives in sofar as the political conditions permit and if it is approved by the leader of the German diplomatic mission concerned.

- b. For the respective recruitment of labor in the areas occupied by the Jerman agencies for the mobilization of the labor of the German military or civil administration installed in these areas are exclusively responsible. I retain for myself to send special representatives to those agencies from time to time. My representatives must cooperate closely in the carrying out of their task. With the foreign agencies and organization competent for recruitment in allied, friendly, or neutral foreign countries, especially those agencies specified in the international agreement. In this connection, it is to be noted that the leadership of the recruitment insofar as it can be accomplished will always be German, furthermore, my deputies must always be considered of the fact that in their work, as well as in their the-official appearances they are looked upon by the seigners with whom they come in contact as representatives of the national socialist of Greater Germany.
- 2. In recruiting the following points are to be observed.
- a. Preparation for recruiting (propaganda)
 Before taking up recruiting, complete understanding must be given to the population, through the
 press of the landwhere recruiting take place or
 through other means of the publicity, for what
 vocation for what work to be done, and for what
 type of work the workers are needed.

The execution of the recruiting propaganda is to be done in agreement with the competent Reich representation.

- b) Publication of work and pay conditions as well as of regulations on transferring pay.
- 1. Foreign workers are to be informed in detail at the time of recruiting on the basis of the recruiting orders about the pay and work conditions of the firm in the German Reich, insofar as this is at all possible. In this regard information on the approximate amount of pay deductions should be given, so that persons recruited receive as clear procure as possible in their actual earning in the Reich. In no case may the persons recruited be given promises which are false or impossible to full-fill.
- The persons recruited are to be informed exactly on the possibilities existing for the transferred saving from pay.
- Information of the General living conditions in the Reich.

The foreign workers are to be informed at the time of recruiting that the living conditions in the German Reich are better than in the rest of Europe. In this connection, however, in order to avoid any misunderstanding it must be pointed out that in Germany just as at home. The persons recruited are subject to limitations in housing, food, and other living conditions brought about by war.

d. Vocational Suitability. It must be assured that specialist workers and trained workers are recruited principally for an activity in Shelr professional field. If, as an exception, only employment cutside of their profession is possible, the persons affected are to be informed.

The recruiting official must first test the professional subtability. In this connection vocational certificates which may be at hand are to be evaluated, if necessary experts from the country where recruiting is voting place are to take part. In special cases, terman Experts will be placed at disposal.

é. Physical Examination.

The foreign workers are to be medically examined (individual examinations) in immediate conjuction with the vocational testing, by officially engaged physicians of the country where the recruiting takes place according to official German guiding principals. In the interest of all concerned strict standard in this matter is to be applied. If the occasion arises, German physicians will be placed at the disposar for medical examinations. Non-German physicians can also be engaged.

F. Conclusion of labor contracts, issuance of recruitment certificates

Written labor contracts are to be concluded as a matter of principle according to the international agreements. Where no international agreement exist a written certificate of recruitment which contains the pay and work conditions, in every case to be drawn up for the persons recruited. A copy of the labor contract or a certificate of recruitment in his mother torque is to be given at the time of recruitment to every worker. Insofar as the conclusion of collective centracts for work re planned (e.g. in agriculture) a copy of the contract in the workers mother torque is to be given to the leader of the group.

I reserve for myself the right to make respective deviations from the above ruling from case to case.

PARTIAL TRANSLATION OF DOCUMENT CONT'D. NO- 3044-PS

G. Clothing, Footwear.
The conditions in the German Reich caused by war make it necessary that foreign workers bring with them clothing suitable for their work, including footwear. Insofar as supply of work clothing and footwear is not already by international agreement the responsibility of the country where recruitment takes place, the recruiting agency must devote particular care to this question. Also other clothing, laundry and footwear must be brought by the workers from their homeland, since it is not possible for them, at this time, to obtain things of this nature in the Reich.

h. Personal Identification Papers.

The foreign workers must have passes, when crossing the German border and during their stay in the territory of the Reich, a valid passport from their homeland or an official substitute document recognized in Germany instead of a passport. The passport or substitute document must bear an official German visa of the compettent German diplomatic mission. In the case of collective transports, collective visas affixed to the transports lists are sufficient.

J. General Information Pamphlet.
Already at the time recruiting if provided for a short informational pamphlet on the pay and work conditions, is to be distributed to the foreign workers which in general gives an explanation about working hours, social insurance, tax, work clothes, transfer of pay vacations, visits home to the family, passport matters, and other work conditions (rights and duties) under which the workers male and female, have to work in the Reich.

III. Carrying out of the Transports into the Reich.

(St

a. Basic Principles.

After recruitment and during the transport into the Reich
a correct, faultless, treatment of the workers, male and
female is to be striven for in order that willingness towork and the trust of those recruited may not be destroyed
perhaps already during transport.

The workers recruited are as a rule to be taken in collective transports with special trains, or if necessary, in group transports with regular trains.

b. Composition and operation of the transports. The composition and operations of the transports up to the place of work as the task of my representatives, in the occupied territorries of the labor mobilization agencies or the military and civil administration. In the countries in which foreign representatives are to direct the transport up to the frontier, the German recruiting agency must take part in the supervision and care of the transports.

The chief of the transport must take care that during the transport

1. Uncenditional order and cleanliness prevail. The necessary hygenic precautions must be assured under all circumstances in such transport and if temperary lodging in a collection camp takes place, in every collection camp.

PARTIAL TRANSLATION OF DOCUMENT 3044-PS Office of Chief of Counsel for Jar Crimes.

Cont 1d

- An overloading of the cars will not take place.
- A sufficient number of toilets— also at stops and in the collection camps (or perhaps latrines) must be at hand.
- 4. Masculino and forminino mombers of the transport will be separated.
- 5. Ethnic Gormans, as far as possible, will be separated from the foreign members of the transport.
- 6. Provent friction amongst the various foreign elements of the transport through suitable sheltering. Furthernore it is the duty of these who compose the leadership and who bear the responsibility of the transport, through their preficiency and ingenuity to organize the transport in such a manner, under all circumstances, so that no number of the transport will suffer injuries, that will render them useless from the start for complete cormittal to work for the Reich.
- c. Supply for the Transport. The food supply for the industrial workers in transit within the Reich, is the duty of the (DAF) German workers front, effice for labor mobilization. For the rest, my effices effect the supply for the transport. Attention is directed here to the fact that the individual foreign countries are obliged by interstate agreements to supply the transports up to the borders.

The assurance of a sufficient and substantial supply of the machines of the transport within the sphere of war-conditioned possibilities as of special importance. Special care must there fore be devoted to that question.

- d. Decontamination.

 As far as the foreign workers originate from areas whence the introduction of contagious disease must be feared, they must if necessary, be decontaminated several times. The second decontamination is to be combined with a repeated medical checkup. This must take place within the borders of the Reich in transier camps specifically provided for this purpose.

 Also, during their stay in the decontamination stations a correct and unobjectionale treatment of the workers and women workers is under all circumstances necessary.
- IV. The Care for the Jorkers. The care for the foreign workers employed in the Reich will be carried out:

Mit.

- a) by the German Reich Food Administration in case of agrarian workers.
- b) by the Cernan Jorkers Front in the case of non-farm Laborers

The overwhelming camp type sheltering of non-agrarian foreign workers and female workers requires a specially rigid concentration and execution of the methods of care.

I therefore decree the following:

I. All camps with foreign non-agrarian workers, regardless of who furnished or maintains the camps, will be cared for by the German Workers Front (Office of Work Mebilization).

The camp personnel may, in accordance with that, be employed only in agreement with the German workers front (Office of Work Mobilization). The camp leaders needs in each case the saction of the German Workers Front (Office of Work Mobilization) for the execution of his task.

The German Workers Front (Office of Work Mobilization) is responsible for the uniform performance and continuous schooling of the camp personnel. The requisitioning of guards and caretakers in the camps with Seviet Bussian workers is reserved for special supercision on the basis of an agreement between the Reichsfuchrer SS and the Chief of the German Workers Front.

- II. The care for the foreign workers by national organizations (caretakers) is allowed only if those are set up and active within the framework of the German Workers Front Organization.
- III. In the camps, only those camp orders sot up by the German Workers Front in agreement with me and the other competent offices are binding.

For the execution of the Workers Care I set up the following principles:

a) Sheltering
The accompdations for foreign workers and women workers,
must be models of order, cleanliness and hygiene and must
be provided with all necessities. All work-mobilization
offices, the offices of the German Workers Front, the Reich
Food Administration and the work managers must all strive
in mutual competition, that all foreign workers and women
workers may be convinced.

1. Of German superiority, German skill and of German organimations as well as

 Of German justice, integrity and cleanliness in public life, regardless of what peoples may be involved, peoples of related blood or peoples from the Soviet areas.

Specifically the following must be noted:

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The foreign industrial workers will on principle be lodged in community camps. As far as it is at all possible, separate camps are to be provided for the various nations. In all cases, separate barracks must be provided for the members of different nations. Definite consideration must be given to the mutual political adjustments between the nations.

The quartering in private houses is considered only in special cases (e.g. office workers).

PARTIAL

TRANSLATION OF DOCUMENT 3044-PS OFFICE OF U S CHIEF OF COUNSEL (cont'd)

The camps must be absolutely unobjectionable from a medical point of view. The equipment must be suited for its purpose, nevertheless limited by wer-conditions. For example, the issuing of bed linnen is regulated according to the stocks of the factories.

lew bed linnen can be ordered by the factories only in exceptional cases and then only for women workers.

The quartering of the foreign form workers follows the same priciples, corresponding to the existing special conditions in German agriculture.

Special care should be taken that the sheltering of the foreign workers and women workers is as nearly according to the the national customs as war conditions permit.

b) Feeding

The foreign workers receive provisions fixed by the Reichsminister for food and agriculture: it is fundamentally the normal provisions for the German civilians. During sheltering in camps, community feeding throughout will be suggested: lere consideration must be river to the native customs of the foreign workers insofar as war conditions allow. Employment of native cooks is encouraged.

c) Free Conditions.

131

Une of the freetime of the foreign workers and women workers within and outside of the camps is to be made within the frameworktofathe given wor-limited possibilities and according to the pecular qualities of the workers. Expressive report must be given to the astional customs of the foreign workers and women workers.

The planting and execution of the mental and cultural treatment for the foreign workers is to proceed in exceement with the Or emisation of the foreign workers, which are represented by the German workers front, and must be handled in accordance with the guiding priciples which are su ested by the foreign office for the respective in ivitual n tionalities.

The German workers front and the Reich (Tood Administration) will use the existing, officially recommized, interstate societies in Germany in the execution of this assignment.

d) Transfer of Savings.

The workers may in accordance with the regulations existing for this purpose, send their sermed sevings totally or partially to their families. The amounts very for the individual countries as well as for exterior and non-exterior workers and is evaluable from the information leaflets, which are received by the managers and the workers from the offices which execute the transfer of the savings.

e) Mail and Parcel Exchange

Exchange of letters and percels of the foreign workers to their native countries must be assured.

PARTIAL TRAISLATION OF DOCUMENT 3044-PS OFFICE OF U.S. CHIEF OF COURSEL (cont'd)

f) Furloughs

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The regulating and the carrying out of the furlough trips of the foreign/orkors/as is the duty of the German Workers Front, in collaboration with other competent offices.

V. Special treatment of individual foreign worker groups.

The special regulations comerning the treatment of individual groups of foreign workers will re-main unchanged.

VI. Supervision and Review of Regulations

In the German Grus the GAULEITERS will have the rights of inspections on controls of the execution of these orders.

si ned: SAUCHEL

Fovember 24 1945

CEDTIFIC.TE O PARTIAL TRAISLATION OF DOCUMENT 3044-PS

I, ElST M CON, Pfc. 33925738, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct partial translation of Document 044-PS.

ZHAST M CONF fc 33925738

TRINSLATION OF DOCUMENT NO COUL-PS OFFICE OF U.S. CHIEF OF COUNSEL.

Central Office (Zentralstelle) for Humbers of Eastern Nationals. In (ZO)

Borlin NW 7, The 30 Sept

Hegolplatz 2

Concorning: Present Status of the question of Eastern Laborers.

The commitment and treatment of foreign laborers, who have been brought into the Reich from occupied Bastorn territories, depicts a proceeding which will not only be of significant importance to the German war production and the securing of food, but also for the carrying out of German administrative interests in a fermer Seviet area. Tw large fields of action are effected by the way in which . the problems connected with the inclusion of millions of Eastern nationals in the Reich are solved:

1)

Development of the war situation The enforcement of the German claim to leadership in the East after the war.

When the call for labor in Germany was increased in January, 1942 turn, the occupied Eastern territories, this set up a situation emong these classes of Russian and Ukrainian civilians c accraed which had by all means the appearance of a risk. Even if one group (the "clunteers) set excessive he es en the journey int the Reich under to impression of irresponsible promises while the other (forced imborors) loft their homes reductantly or at least with misrivings because of momeries of former Bolshevist Copertations as well as planted anti-Gorman rumers, the fact remains that the trip to Gormany had to be felt as journey into the unknown not only by the two concerned but also by those relatives the remained behind because of the isolation of the UCGR fr a Europe for decades. The public judgement if the Roich and its leadershi would just as dependent upon the automo of this measure taken by the Got allitary and wivilian authorities in the occupied Eastern torr pries. The employment in Germany offered an unusual eppertunity to learn to know by personal experience, which no propagands could replace. The greater German Reich was much slander by the Soviet cross, and the National Socialistic position to the working class and thus to gain a basis of comparisen to the corresponding Communistic dectrines and methods. This me at no more nor less, than that the draft of Mastern laborers would be Estern nationals towards the power which was presently accurying the region which would mid measures taken to accomplish the recruit the commitment, the housing etc. In the Reich, which should imbe been taken into consideration from the start, since in view of the necessity to keep the mid of the native inhabitants in the huge areas behind the front, it is especially that factors which cannot be controlled by regulations or orders, namely the frame of mind, which is of war potential value.

Instind of taking e asideration for this, the drafting and the employment as well as the housing, treatment etc. of the so called Eastern laboures has a far been taken care of exclusively according to labor technical and the security police points of view, with the result that the headquarters responsible for this were able to report the the numerical fulfillment of the program as well as the security of the German nationality and of the businesses. At the same ti o, however, facts had to be hushed wich could have been avoided at tanly in the interests of German prestige and to the satisfaction of the compast Eastern territories but which even today cost the lives of the sands of German soldiers by their efforts. These facts which up t the Fall of 1942, have under nly part er incomplete changes, mong others, the following.

- 1) The concept of the worker. Lot the occupied territories of the USSR was narrowed down to the labor-and social-logal term "Eastern Laborers". A labor condition among "Poreigners" was hereby created in a segregated "Employment under Special Conditions" which had to be looked upon those offected, as degrading.
- 2) The drafting of Eastern workers and women workers often occurred without the necessary examination of the capabilities of those concerned, so that 5-10 out of a hundred, sick and children, were transported along. On the other hand, in these places where no volunteers were obtained, instead of using the lawful employment obligations operate measures were used by the police (Imprisonment penal expedition, and similar measures.)
- 3) The Employment in businesses was not undertaken by considering the occupation and previous training but according to the chance assignment of the individual to the respective transports or transient camps.
- 4) The Lilleting did not follow the policies according to which the other foreigners are governed, but just as for civilian prisoners in camps which were fonced in with barbed wire and were heavily guarded, from which no exit was permitted.
- 5) The Frentment by the quards was on the average without intelligence and cruel so that the Russian and Ukrainian workers, in enterprises with fereign laborers of different nationalities, were exposed to the seem of the Poles and the Czechs among other things.
- 6) The ford and care was so bad and insufficient in the camps for the Eastern Laborers being employed in the industry and in the mines that the good average capability of the camp members dropped down shortly and many sicknesses and death to k place.
- 7) Payment was carried out in the form of a ruling in which the industrial worker would keep on the average 2 or 5 HI each week and the farm laborers even less, so that the transfer of pay to their homes become illusory, not to mention the fact there had been no satisfactory procedure developed fir this.
- 8) The restal service with their families was not feasible for months because of the lack of a procautionary ruling, so that instead of factual reports, wild runers arrived in their countries, among other means by means of emigration.
- 9) The premises which had been made time and time again in the areas of enlistment stord in contradiction with those facts mentioned under 3-8.

Apart from the natural impairment of the frame of mind and capabilities which these measures, as well as conditions, brought with them, the result was that the <u>Seviet properands</u> took ever the matter and evaluated it carefully. Not only the actual conditions and the letters which reached the country, in spite of the initial blockade, as well as the stories of fugitives and such, but also the clumsy publications in the Garman press of the legal rulings relative to the matter gave them enough to manipulate with. Commisser for Foreign Affairs Heletov in his note to the enemy powers referred already in April 1942 to this, especially in para. III of this document in which making others it is stated:

"The German Administration is treading under its feet the long recognized laws and customs governing war, in that it has given the orders to the troops to take into captivity all make civilians and in many places even the women, and to use against them these measures which the Hitlerites have introduced toward priseners of war. This does not only mean slave labor for the captured peaceful inhabitants but in most cases it also means inescapable starvation or feath through sickness, corporal punishments, and or anised mass murders."

"The deportation of perceful inhabitents to the rear,

which has been widely practiced by the German-Fascist army, begins to take in a mass character. It is carried out under direct rulings of the German High Command (ORM) and its effects are especially cruel in the immediate rear areas during a retreat of the German army. In a series of documents, which have been found with the staffs of destroyed German units, there is a directive to the order of the High-Command under Mr. 2974/hl of 6 Dec. 1942 which directs that all grown men are to be deported from occupied populated points into prisoner of war camps. From the order to the 37th Infantry Regiment of the 5th Division of 2 Dec. 1941 under the heading "About the deportation of the Civilian E-pulation" it can be deduced that for the period from the 4 to the 12 Dec the capture and ferceful deportation of the total population of 7 vialages to the German rear areas was planned, for which a carefully worked out plan was proposed."

"S metimus all the inhabitants were deported, semetimes the men were tern away from their families or methers were separated from their children. Only the smallest number of these deported people have been able to return to their home village. These returnees report terrible degradations, heaviest forced labor, abundant deaths among inhabitants because of starvation and tertures, and murler by the Fascists of all the weak,

wounded, and sick."

Further, there are even today announcements in the Seviet howspapers as well as radio about the transment of Eastern laborors which might have as an effect a strengt ening of the moral
power to resist in the Red Army. Further, there is mentioned
the text of a letter which arrived in the CHINIDSECRED from
a Russian girl and which was published in a "Ir clamation" of
the police administration of the North-Western Front of the Red
army under the heading of "A Russian Girl in Cologne", attaching
in connection with it an effective or pagench viewpoint about
the "Fascist Ferced Laborers" in Garachy.

"D, you know"-, it goes to Gordany will meet the preclemation,"that every one of us who goes to Gordany will meet the same
fate as Olga Selemewa! D not forget that the German monster
will make each and every one of you, who has remained behind, a
slave on your own soil or drag you to oternal forced labor in
Gormany! Dear brothers and sisters...Go to the partison detachments! Injure the German occupants at every step. Hit the
Hitler thieves everywhere and continuously. The Russian soil

shall boc so their graves!"

The effects of this large scale documentary proven radiopress-and leaflet propaganda, a crating even into German administered territories, must be considered as one of the main reas as for this year's stiffening of the Soviet resistance as well as the threatening increase of guerilla bands up to the beriers of the General Government.

In the meentime, after a betterment of the condition of the Eastern Laborers and been insisted upon, not only by the main office for politics in the Reichs ministry for the Occupied Eastern Territories, which has been able to find support in the repeated requests by the High Command of the Armed Forces, but also by the gentleman charged with the responsibility for all labor amployment as well as the Department of Labor Employment in the Gorman Labor Movement, which have supervision of the Eastern Laborers -- tose proviously existing legal and police rollings have been mitigated and the conditions in the 8-10,000 camps in the heich have, on the whole, been improved. Thus We so fixed wages, which have been determined by the tables of rue mensati n in a ruling of the Council of Ministers, upon which follott as were made up to 750, have been replaced by now tariffs. The Eastern Laborers were loft free of duty according to it, and the taxes were payed in a form of an Eastorn Laborer Tax b, the owner of the enterprise (Ruling of Council of Ministers for the Defense of the Reich of 20/6/42. Thus after many months of negotiations, with the comporation of the Control Economic Bank in ROLNO, a salar, transfer, in the form of a saving storp procedure, was regulated. Thus, the ruling of the Reichs Chief of the SS of 20/2/42 prescribing barbed wire has been dropped by a supplementar ruling of 9/4/42 and at the same time, in exceptional cases, groups were remaitted to go out under German guards, of late, it has ove soon permitted under their own supervision. The feed s pply was adjusted by a special delivery letter of the Reichs Fold minister dated 17/4/12, to a degree where the "Seviet Civilian Laborer", as well as the pris nors of war received a uniform ration. This was still not onough compared to the normal maunt of food given to those employed in the industry and in the wines, bosides it was still much leseand werse than that for the coles, but it was an improvogent however, compared t former conditions. Furthermore the postal communication has been adjusted for those Eastern Laborers who came from the civilian administere' as well as those who are from the regions directly to the rear of the army,at least the retically, -. On account of the burden placed on the consership office for foreign countries the High Command of the Armed Forces has recently asked again for a reduction of this modeuro.

In spite of the impr vements mentioned as well as others, which in many cases can be trace hack to the pers nal intervention of the Deputy General of Labor Zallagment., the total situation of the Eastern Laborer (see ling date: 1 October 1942) must till be considered unsatisfactory, needly, not only in respect the differences in the treatment of industrial workers and form laborers but in the differences found in the different States and enterprises. O the average there are still about 40% of the lodgings for Eastern lab rors which would not meet the requirements even if all the artise restrictions were considered. Among those are a frightening number of chaps whose conditions arc such as to destroy the success of the attempt of improving relationship and the corresponding rate of uplift of the morale within the Eastern territories. Not even to mention the fact that the marking OST (East) an identificate a propert by the police, is being folt as degrading there remains such a quantity of riovnews and rublems that it would be un essible to relate them.

1) The Enlisting and E. leyin, of persons of Gor an

Sover 1 observations used by the commission from the control office to inspect camps, as well aspetitions which have reached them, show that persons of German parentage were enlisted, strictly against regulations, as Eastern Laborers. Even if they are not recognized people of German parentage according to the RaTestigung", they are, however persons of German descent and with German names, as his discharge could establish in a component Berlin. It is to be doubted that the branch offices of the sub-office for Germans living in Fereign countries had on ugh qualified help who could separate these persons capable of becoming Germans again.

- 2) Enlisting and Englishing as Eastern Laborers of Tortans from the Crimea.

Therease the fighting numbers of the Tartan legions it would be indispensable to return all these Tartans, who have been employed in the Reich as Eastern Laborers, the their homes before the chains of winter; a similar report to the "GBA" is being prepared. Besides climatical reasons, the necessity for this return is to intensify the wine and tobacco growths in the Crimen by experience thelp and at the same time, to prevent the invasion of Grook and Polparian planters and traders. To prepare this return as well as the deal with other Tartan problems a commission, analy a Crimen Tartan, has been instalked by the "ZO". In the mountains, difficulties have arisen because of the effect of he furloughing of Tartan Eastern Laborers for participation in the scheme that festical during the part and 5/10/h2 as well as the procurement of the meat and make the supplementary will have these viced, at the time of their return, by these White Ruthanian Tarters the

jave been selected for resettlement.

3) Enlisting and Employing as Wastern Laborers of Ukrainians

From Transmistrian.

During an inspection of the comps for manition workers at Tapchink (Arateltew) into which the Central Office was induced occause an escape which became known to them, it was found that the Eastern Laborers employed there were enlisted January 1942 in Odessa. They do not come, according to para. I of the Rulings of the Council of Ministers dated 30/6/42, under the category of mastern Laborers, but will have to be termed, because of the fact that the State of "Transmistrian" was placed in the Fall of 1941 under Rumanian severeignty, as stateless members of the Lingdom of Rumania. To clarify this coint for all times, megatiations have been made with the GBA and the Foreign Office as well as the Foldzouginspektion of the Office for General Affairs in the High-Council of the Army.

(h) Employment of Skilled Laborers in Occupations foreign

to their skills.

U, until recently potitions have continually come to the publishers of comp newspapers to the delchs limistry for the Occupied Mastern territories, to the Corman Workers Front and in orr raise to the bureau for foreign nationals in the Reich from Jistorn laborers men and words were in accupations foreign to their skills or inferior to their skills, without the transfer reposals, which were approved by the central office as well by other offices, having led t success-except in rare cases. unulcitor Stuckel, who has repeat. By disclosed the last time at the conference in Weimar on the 10 and 11/9/42- that the ginner arrangement" of the occupational amplyment would be his mext point on the program, does not seen to be informed about the real conditions in which dectors, ors, teachers, qualified skilled laborers and such are unit to as unskilled workers, mechanics, as farmers, and farmers as industrial workers. In any case, one of his class associates, the Gran taleiter ORR ESCHER received the information about this which was given him by Dr. THIELL, in -ecordance with instructions of the Centraloffice, with unusual interest.

5) Separation in ou legislat of members of one Family. The reported separation of family members who have come to the Reich as East on Laborers and Eastern Wemon Workers (married couples, parents, orethers and sisters, and children) seems torly contrary to the usual customs governing other employments I forcigners. The bringing together of these relatives who have been mistakenly separated during the transport is princially desired just as much as is the copleyment of family menbors in the same I cation. It does however, in practice one unter some difficulties. In order to make essible at least the transfor of informati n fr a both parties, the Reichs Ministry for th. occupied Eastern territories in August 19h2, in e-njunction with the Reich Main office and Reich Security Service has allowed the li ited ublicati n of encoded advertisements sacking inforsation. Busides this am agreement has been made in September 1942 between the Central Office and the German Red Crass in accorhance with which this organization will take over the communication between these Eastern Laborers sejarated in the Reich, keeping the lace of employment secret however.

6) Disregarding the Mationality in Employment and Billot-

The law of the Herr Reichsmarshell to create special "Enterrises for the Russians" could not be to lished as yet on
the out of reas as of wortine or news. The demands for a joint
allocant by the members of Eastern nationalities, according
to their recial background could not be carried out in practice
to any great background could not be carried out in practice
to any great background of the transports coming from the
great realms of the Reichs Composition of the transports coming from the
great realms of the Reichs Composition of the present membership might be
possible after a reletion of the exact membership

which would have to be made in conjunction with the issuance of employment permits for Lastern Laborers, especially when a group of foreign has been found among the Eastern Laborers based on the pre-training independently of the solution to this question, the commissions from the Control Collection will be striving to effect a rough sifting of the comps according to racial mambership, and to house them accordingly in special barracks. The supplying of experienced interpretors for this job and than systematic instruction has been begun.

7) Distinctive, Hostly Insufficient Food Rations.

The inadequate food ration for Eastern Laborers is important not only in the matter of performance but also politically, since the majority of the help coming from the occupied Lastern territories were proviously accustomed to Lotter rations. After using up all the food supplies which had been brought along, a general lewering of the ability to work and of the merale was noticeable. The written request to the Herr Reichs Food-Minister on the matter, to exemine the food quotas in respect to the fact that the Eastern Laborer was in a worse position in the matter of neurislment than the coles, was answered by a telephono communication from the respective Chief of Section, that to his knowledge the Bussians were botter off than the .cles. "ith this ignerance of the condition decisive measures could hardly be expected on the part of the Reichs Food dimistry. Nevertholess Qualciter Sauchel has declared, in Weiger as a part of his program, that the fooding of the German as well as the foreign laboror inside of Gormany would be shortly a lapted to the requirements in accordance with their perference -- here he supported his program on an atterence of the Puchrer --. In connection with this a conference took place in the Reichs Food Linistry on 29/5/42 in which an improved feet quote of the Mastern Laborer was decided upon. The decree which is being co-signed by the High Corrend of the Arned Perces and the GER (?), upon which the "Special Deliver Letter" of the 17/4/42 will be mullified, provides for laborers of all types an additional 1750 grais of patatons, for workers My industry an additional 200 grams, and for the group, to be nowly instituted, of "evertine" and " the workers a weekly 2500 grans of broad, 300 of meat, and 150 of fat. Besides this, instead of the tasteless broad made of turnips the usual kind will be delivered in the future. Even though a complete equality of feed rathening with the other foreigners should be aspired to, this new measure whose enforement is imminent, will counteract the intestinal deseases and swelling of the stought, as well as the sending of bread from relatives in the Ukraine, which can not be hindered on political grounds.

8) Tertly insufficient, and Unjust Layment of James.

The wage adjustments for Easter laborers and Eastern women workers must still be considered unsatisfactory even after the new wage scales, by the ruling of the Genneil of Limisters dated 30/6/12, as well as the lower evaluation of those agricultural workers who are quartered and fed free. The determining factor in keeping the not salary down is the necessity even today of maintaining the natural lower social level as compared to the German laborer, and to protect the German produce amrket as well as - in the case of transfer accounts - the enterprises in the demain of the Reichs Commissariate from an accumulation of surplus purchasing power. The Central Office took the viewpoint, in the conferonces concerned with this matter, that it is far better to keep the wage level, as such, down than later to lower a negliably higher not salary to about half by means of the forced savings plan, repeatedly proposed by the Meichs Finance Hinistor. The change of the hourly pay scale, as well as pay on contracts and pay by means on promiums is therefore closely connected with the success of the voluntary stamp savings plan, which was installed in September 19h2. This on the other hand will depend upon the fact that the saved amount, which has been sent to the rest detive home banks of the relatives in the form of savings books - a system which has finally been introduc .. by the Herr Reichs Courtssar in the Thrains - will at least be redeemable in eash to half of the ancunt shown, even is no interest is paid on it at the time. A change in

the question of wages, considering that this is the first time in bank technilogical procedure that savings and transfer accounts have been joined topother would have prospects only if an eventual rearrangement does not materially raise the total wage increase of Enstern Laborers. .. throttling measure would otherwise be necessary eventually which would shatter the trust in the honesty of the German social methods and world give irresponsible meterial to the Seviet propagands. A way to correctness in the matter of pay within the limitations determined by this viewpoint, could be seen in the proposal of the Reichs Trustoo Br. Kimmich, who expounded it in a short report in Meimer on 11/9/42. In accordance with this a plan for curenging salaries should be corried out by the importing increasing measures for past time, apprenticeship, and instructional work, to bring into prominence the principle of pay according to perfermance even in the occupied territories. The foundation for the pay scale based on this will be the evaluation according to eight enterories of difficulty in the perfermence of work; the use of which would exclude the evaluation of provious preparatory training (in the judging of differences) in favor of the success in perfermence. The complete steppage of wages would thereby be abolished with finality and the effering of work premiums be and possible to foreign laborers. This, - as Dr. Wirmich characterises it, - Wile-establishment of a just salary and contract" will have as an effect a general increase in perferience which will be advertised as "The thanks of the German laborer to the combat soldier." Should those principles shortly be made obligatory in all the states, this would also bring, in commetten with the measures of the project of occupational instruction, an imprevenent to the former Seviet specialist without having impaired the pre-eminence of the Gerry specialist. The safequarding of the superiority of the Latter is, in spite f the wortine needs among other things thereby guaranteed by the fact that the Herr Reichs idnister for armsment and assumition has been able to carry out through the Migh Command of the Armod Forces on September 1962, that these 500,000 German var industrial workers, the are going to be inducted during the winter helf year, will only receive an eight week training, after that the wall, however, be returned to their keypositions in the plants. In how for the coming change of wage structure will effect not only the leading resition of the Gerran specialist as opposed to the Eastern Laborer but also the relationship between those and the Lithuanian, Letvian, and Estonian workers is not to be seen in advance without further information. First of all, the Horr Reichs Minister of Finance will examine at the instigntion of the Meichs Minister for the occupied Eastern Territories, if and in how for the increase of the so-called "Solary Equalizing Tex" as an a Mittion to the Income Tex on the Lithuanian, Latvian, and Estenian in the Reich inspite of the low rate of 15% will in many cases place them werse off than comparable Eastern Laborers. This would be all the less tolerable as the enployment of Entern Laborers in the General Territory of Estenia loads up to the opposite problems.

9) Insufficient Bo 1 of clothes and shees.

The clothing of almost all Jastom Laborers, men and women, must be considered as insufficient. Transports were arriving even in the last days of the menth of September whose occupants did not carry any winter clothing with them. The recruiting agents seem to leave the workers in the gainien that there is no winter in Germany and nercover, that the Bastern Laborers would receive everything they need. In view of the crains cold menths and of the inadequacy of many quarters a catastrophe must arise in account of the existing lack of clothing and shoes, if a successful remody is not found intediately. The main difficulties in the supplying of ideaing equipment, which has already led in our large in ustrial plant to the less of 10; of its apployees, - lies in the fact that the elothing set aside from the collection of textile goods, does not even come close to covering the demand and that the available booty as well as con-Piscated gods in occupied territories will not be handed out by the empetent management without the delivery of the existing ration cards. Since the Eastern Laborer des not possess the latter this could then only be carried out if the enterprises would requisition the needed clothing for the German workers and would offer those to the Eastern Laborers, - unfortunately however, deducting it from their wages from time to time. The sending of elething; coats and shows by the families of Eastern laborers by means of individual shipment can not be carried cut without further directives on account of the necessity of deleusing the garments at the border, wherefore a measure was proposed after previous negotiations of the Central office with the ty of the Generalarboitsfuchrer KICATSCHIMM at the GEA under the direction of the Reichs Hindstry for the occupied Eastern territories; in accordance with this measure collective addresses will be sent to the occupied territories by the enterprises in collaboration with the consership office and special collection offices set up there. The success of this action must remain in doubt at present. During the meeting in coimar it that then announced that from January 1903 on, uniform work clothes will be made of collulose enterial which, however, will not be of very good quality and would look baggy after a short war. Independently of this creation of work clothes, which naturally can not be considered a costume or uniform, the Control Office has made it one of its tasks to help with the action to provide clothes to help decrease to a randmin the expected Lowering of purformance, loss of muralo, increased escapes, and cases of freezing.

Insufficient Supervision of the Rastern Laborers Employed in Agriculture.

According to ruling Mr. 4 of the county General for Labor of 7 key 1942, the supervision of these Restern workers and wearen workers employed in agriculture is delogated to the Reichs Food Administration (Reichsnahrstand). Practical supervision in the rural greas by this state-regional and local authorities of the Reichs Peasant Leader must be considered as illusory with respect to the lack of knowledge and to the insufficient knowledge of these people as well as to the fact that the seizing of Eastern Laborers in the midst of all the Toreign workers in the rural areas is only possible to carry out with difficulty. To inform at least the rural superintendent of the principles which govern the treatment of the Eastern laborers, the publication department of the Reichs Food Administration has, in accord with the Reichs Limister forcecupied Eastern territories sent out guiding instructions for the or sent enlightenment compaign during the Pall quarter. No objections can so . . . oc unde "gainst a strict observance of these guiding instructions since, on account of the shortage of labor in the rural areas during the past menths, a pampering of the Bastern workers and women workers was noticed, which was not only a threat towards the temperary transfer of 200,000 agricultural workers into impustry but also in respect to the damage of a lack of migration into other cross. To intensify the supervision in the rural interprises, a policy i rain secting tock place in August 1942 with the representatives of the Reichs Food Administration during which examp other things the sending of interpreters by the Reichs Binistry for the occupied Lastern Territory to the Roichs reasont leader was taken into consideration. Since the Roichs Food administration was only willing to approve in the later part of September, the taking over of the payment of special supervision with a knowledge of the language, in spite of exception from payment of contributions on the part of Eastern laborers, and since there is still at the present time ne clear settlement of the number and conditions for this it will be necessary to balance the lack of activity of the Sciens Fred Administration with an appropriate initiative action on the part of the Contral Office of the Reichs Ministry for the occupied Eastern territories.

11) Insufficient Decreation

In spite of repeated efforts for a satisfactory and meaningful organization of the recreation period for the Eastern laborer the Gorman Arbeitsfront has will not been able to create and carry out a satisfactory recreational program. While the enterprises have organized excursions in groups because of necessity, the recreational program in the carps have so far lacked a uniform outline. The sharing of naving pictures often runs into difficulties since the theaters, which have been created for this purpose, are only accessible to Gorman workers and the Lestern laborer

could not enter because of the danger of contamination of lice. The daily radio program in Russian and Ukrainian language which in the beginning was proposed by the Reichsminister of Enlightenment and Propaganda has still not been carried out because of several reasons. The perference of several artists is only possible in exceptional cases among the Eastern races because of the existing traval difficulties. What drawbacks and difficulties are connected with this can be shown in the circumstances under which a Ukrainian group of artists, who ere now stationed in the Reich after an agreement was made between Gauleiter Sauckel and the Commissioner General of Kiew, are performing. After this group was barely sufficiently housed in an Lestern Labor Camp near Halle for a period of two wooks, a mooting finally took place in the RAM in which it was decided upon a suggestion by the representative of the Reichs Ministry for the eccupied Destern territories that the National Socialistic Organization should send three brganizational trustees, the Moichs Ministry for Enlightenment and Propaganda three propaganda trustees, and the Reichs Linistry for the Occupied Bastern Torritories, three political trustees, to Halle. By the combined efforts of those trustees it was finally possible to employ the group of artists, who were made up of three separate groups, in reveral of the central Gurnan States (Gaue), churing which the management, even in ... amisational matters, soon went to the member of the Bostern office who was sent by the Central Office of the Reichs Bindster for the Occupied Eastern territory. Until 30/9/42, on which day the Control Cafico in Derlin sponsored an efterneon reception for the 38 Ukrainian artists, the Reichs Einister for Enlightenment and Propaganda had still not decided upon the amount of wages, which had account because of the performances, still less who was to pay for it, so that a temperary solution by using an agent who would carry but the bare essential form payment had to be found, Because of this lack of clarity, the wish of the Deputy General for the Arbeitseinsatz retain the grup in the Reich During the winter months can not be supported.

Return under Unwerthy C meditions of Sestern Laborers and wenen laborers with are not fit for work.

The carelessness during the enlistment and reception of millions of Eastern laborers and women laborers has resulted in the fact that, - according to a careful estimate, - about five percent of the persons transported into the Reich have prove not to be capable of work. That means a thing less than that about 80 to 100,000 returnees will stream into the occupied Eastern territories in the coming days. The dangers included in this returning process can be seen in the fact, that this deals with sick, crippled, methers-to-be, as well as such persons when the enterprises are glad to reject an' who because if that are not being taken care of. The mod of these returnees is temperarily forced to be anti-German, and nothing has been done, in spite of repeated suggestions in the Heichs Labor Himistry to reconcile the returnees with at least a few favorable impressions of Germany. During the latter part of September 1982, a collecting camp in Berlin-Blankenfelde, which was quartered with Sestem laberers who were destined f r return, was inspected a de instigation of the Central Office by a completion consisting of different authorities, at which ti a coulting con-Citions were not. Aring other things a shot ams fired by the guard at an Eastern luborer who was caring for his natural needs without the resident of the States Diploment Office who was present unking any protest against it. All of the camp imputes gave an impression of neglect. Since the returning of these 1600 persons as well as a further 1400 returnees from other camps could not be recenciled politically with respect to the langer of a ntaminating their native districts with reports of horror, and since the postponement of a necessary requartering of the collecting camps could not longer be provided (in the meantime) the chief of the branch offices of the Central

Office- Pice-counsel in retirement Hiller + Dr. of Law Boy wilt and Mrs Hiller word sent at the same time to Brest-Literals, to stop the transport at least at this point and to carry out according to the situation, a quarantining of the people or, belatedly to take care of them. How necessary this interference was can be shown in the fact that this train with returnees had not in the mountime a train with newly recruited Bastern laborers which could have led into a catastrophe, without the soothing effort of hrs Miller, because of the dead in the train of returnoes, just as here women gave birth to babies in this train who were thrown cut of the windows during the journey while persons with tuberculesis and venercal diseases rode along in the seme car; just as dying persons here in freight ears without straw and finally one of the dead landed on the railway orbankment, so it must have been with the other returning transports, in order to find an and to these menstresities it is intended to exacte special transient carps for returnees in the Meich area these who have fallen sick ever here will be separated from the chronically diseased, and will be sent to an organization taking care of the sick, and where these finally chosen for return would be able for at least a week to receive medical psychological attention. This plan of the Central Office of establishing aid for returnees which moreover should also he extended during the transport, i a basically approved by the chief of the Metchs Bealth program respectively of is chief of limits to the GRA while the directorate of the German Red Grass amuts to share in the practical accomplishment of this aid to returnous by rulding available trained personnel, among other things. The first of these 'rancient carps for returnees could be erected at Bad Frankonhausen in Thuringia where according to the statement of the local mayor, a suitable erea is on hend.

To solve these and numerous other numerous problems as well as the removal of the describe! difficulties and pluses, two things are advised.

- I Consultation of the Medich subsider with the Fuchmer with the purpose of asking him for personal energetic intervention this conference will have to include among other the following request as laid down in the note I 1 f 5 of 6/7/42
- 1) Transment by the police The Fuelers should be such that Redchs leader of the S.S. in a personal c nsultation, to repeal the General Regulations of 20/2/42 including the supplementary Decree of 9/4/42. that is Section A of the General Regulations.

Leberers from the former Seviet Bussian Territory and throplace them and among other things with new regulations which are to be voted upon in emplanetion with the G.B.M. (2) and the Lebens Hanistry of the occupied Bestern territory.

- 2) (Direction of people) The Fudurer should direct the Chanceller of the party as well as the maich propagance office of N.S.D..D. to adjust suitable urgent measures in agreement with the " on Limistry M.G.L.D and respectively with the Z.C. to enlighten these party embers who are handling the supervision of the relations between Germans and foreigners about the sector of the employment of the Eastern laborers and further more to inform the entire German population of the political mission which history has Lesteved upon them by the taking in of millions of ferner Seviet citizens.
- 3) (The competences of the M.L.GCDO) The Fuchror should inform the sugress authorities of the weich, if possible through the Meich Minister and the chief of the Makes chancellary that not only those measures of Whoirs, which concern themselves with accupied Mastern territories but also those that effect the labor from these territories appleyed in the Reich army only only be decided in every action with the Reich ministeries for the occupied Mastern territories.

Races, so that an extended arm of the R.H.Gdb0 on the Reich and as a representative of the fereign people from the occupied Eastern territories living here it can quickly perceive its instructed interests. The following would be essential for Whis.

- (1) Cornitment of a special Countssience. The appointment of a special countssience for the weich ministories provided with specific authority to take care of the interests of the central office, should serve especially two purposes; to take an active influence upon the handling of enlistments inside the occupied eastern territories.
- (2) Reinforcing of the Branch Officers. The commissions which serve under the chief of the branch efficer and which are employed to inspect the camps, urgently need reinforcements, to be able to work successfully in tocusands of camps for this purpose about 50 interpreters are needed besides biaisen agents to the country capl yeart offices and these trustees of the Gau who worked in an honorary capacity, the chief of the commissions need a uniform.
- (3) Reinforcing the Sections. The four sections of the Central Offices (Entters of organizati n logal and information service supervision aid and psychological training need to be immediately filled by at least six representatives. On account of the avalanche coblors brought to the Central Office urgent questions remain otherwise unwaved and hundreds of transactions unsettled in spite of the twelve hour day and a metimes several a urs of night work, as well. Of what far reaching importance it is to see to it that a political use is made of the stay is several million Mastar laborers in the Reich on 8/9/12 their numbers already a sounted to 1737000 is slower as from many other reasons by a glance at the present condition of the German conserus figures. In spite of all measures to Germanize and re Germanize people who are unfortunately confronted by increased war ensulties the future of the German people when me sured against the breadth of age levels placed on top of each other is characterised by a population pyrauda whose cutlines deviate from the biologically normal picture of a bell, if one compares the present curve of the future professionals with the similar curves of the Castern peoples it will be Printening apparent that especially furing the decisive decades after this war the number of German people of the Herz creas in the East which will be required for a normal administrative development will not be on hand, the willingness and cooperation of members of the Bastern peoples is herewith an unavoidable necessity, wherefore the years of committing an army of millions of costorn laborers in the Roich are not only seen from the vicepoint of over coming the problems concerned by actively must be used to create a reliable propaganda army, propaganda army which after its return how will perhaps one by well be just as Modisive for the German fate in the Nest as the victory of our compons.

sicned. Dr. Outkolch.

OF IT OCH-IS

2l votebor 1945.

I, MILLIU DV.MS SKERDE, LT(jg). 291500, hereby cortify that I am thoroughly conversant with the Cormon and English that the above is a correct and true translation of Document OB4-PS.

/s/ Willard Evans Skichere /t/ Tillaid dv.ms Skidhere LT (jg) USAR 291590. The Reichminister

For The Occupied Eastern Territories

C.P., 7 October 1942

The Representative at the Army Sector P.

I 14/10

To the Reich Ministry for the Occupied Eastern Territories Chief Section I,

BERLIN Unter den Linden 63.

Reprint to Captain Lorenz Hq. of the High Command of the army

Subject: Troutment of Ukrainian Specialists.

Enclosures: -2-

attached I send you the copy of a report made by the Commandant of the Collecting Center for Specialists at Charkow. (report submitted at the end of September 1942) as well as the copy of a letter from April 1942.

Relative to the treatment of Ukrainian specialists in the Reich , I was asked by the Chief of Staff of the Commander in Chief to attend to the matter most emphatically since the complaints here never cease. I have discussed it thoroughly with the chief of section VII at the Commander in Chief's. I went to see Captain Schmid and visited the camp. As synopsis of the discussions with the gentlemen and reading of reports the following can be established in general:

a) With some few exceptions the Ukrainians employed individually in the Reich e.g. at small trade plants, as agriculatural laborers, as domestic

helps etc. are very satisfied with their conditions.

b) The Ukrainians sheltered in the community camps, however, complain very much.

The enclosed report of Captain Schmid reports these matters in detail.

The question of treatment of the Ukrainians, transported to the Reich as workers of the East worries the bureaus of the army concerned a great deal. The Commander in Chief urged me, to visit some of the camps in the Reich myself as soon as possible and to report to the proper authorities in order to bring about immediate relief. The army zone is by no means satisfied.

All the circumstances of discontent contribute more and more to more people joining the bands or wandering away to the camp of the Fanders resp. other groups hostile to us.

The best propaganda of all would be to treat the workers of the Fast well; great demands are not made by the Ukrainians anyhow. If their treatment will only be some what better and humanely decent, these people, who make in part a good impression, will be more than satisfied, these people after all came to the Greater German Reich-at least at the beginning of the employment of workers of the East in the Reich- of their own free will and full of home. The unsuitable treatment described in the reports is hardly propagand, and is not profitable for us. after all, we are not at war with the Ukrainian population and certainly not with people who by their voluntary enlistment for labor, help us to win the war.

It also would serve out purposes definitely better to utilize the specialist in his specialty.

(signed) Theurer

(Thourer)
1st Lieutenant.

--- Copy of Copy

Collecting Center for Skilled Workers at Charkow.

Captain Schmid, Commandant.

To the Commander of the army Sector B. , Section VII

CHARKOW.

Subject: Abuses in the treatment of Ukrainian skilled workers.

By reason of my capacity as commandant of the Collecting Center for Skilled workers and the transport of skilled workers to the Reich connected with it and thereby being in touch with the various groups of the Ukrainian population, I am informed of the morale of the Ukrainians in the extended surroundings of the Eastern Ukraine. Resulting from this knowledge I have to state that an atmosphere of animosity has taken the place of the original attitude toward the Reich. This sudden change of mood is connected partly with the scarcity of food for the civilian population caused by the war and intensified by the measures for centralization—The more important motive—the extreme abuses which have taken place at various times in the treatment of skilled workers shipped to Germany.

Since a prosperous economic cooperation with the 35 million people of the Ukraine lies within the interest of our coming generations and since the Ukrainians themselves are organically healthy, very capable of development and rich in valuable and willing constructive forces, it is necessary to prevent in time an estrangement starting at the roots and to recognize the beginnings of a disastrous development before it is too late, and to take effective countermeasures.

I. Abuses in recruiting.

aT the beginning of the action the recruiting worked on the basis of voluntary enlistment. Later on a certain pressure had to be out on to reach certain minimum quotas. This however did not give a license to the starests and to their militia, entrusted with the drafting, to the brutalities mentioned in the following.

The starosts resp. village elders are frequently corruntable, they continue to have the skilled workers, whom they drafted, dragged from their beds at night to be locked up in cellurs until they are shipped. Since the male and female workers after are not given any time to pack their luggage etc., many skilled workers arrive at the Collecting Center for Skilled Workers with equipment entirely insufficient(without shoes, only two dresses, no eating and drinking utensils, no blankets etc.). In particularly extreme cases new arrivals therefore have to be sent back again immediately to get the things most necessary for them. If people do not come along at once, the threatening and beating of skilled workers by the above mentioned militia is a daily occurence and is reported from most of the communities. In some cases women were beaten until they could no longer march. One bad case in particular was reported by me to the commander of the civil police here (colonel Samek) for severe punishment (place Sozolinkow, district Dergatschi). The encreachments of the starosts and the militia are of a particularly grave nature because they usually justfy themselves by claiming that all that is done in the name of the German armed Forces. In reality the latter have conducted themselves almost throughout in a highly understanding manner toward the skilled workers and the Ukrainian population. The same, however, can not be said of some of the administrative agencies. To illustrate this be it mentioned, that a woman once arrived being dressed with barely more than a shirt.

Particularly distressing is the fact that, on account of issued ordnances to prevent smuggling, all food acquired by the skilled workers and the rost of the population by buying or bartering household utensils etc. is being taken away by the militia on the way. This is not rarely accompanied by beatings (without regard to objections or given circumstances).

-2-

84

TRANSLATION OF DOCUMENT NO. 054-PS CONTINUED

It has ened that skilled workers who came to Germany had so li or tarters their am belonging partly or completely in that way, thus them owned neither household furniture etc. nor any other goods or food. By combiting sauggling in that manner, unfortunately only too often very poor people are being affected and robbed of their last property, while the real saugglers anotherd to catch. Furthermore food has disappeared from the market due to a freezing of prices.

Family members left behind and formerly supported by those who went to Germiny get social cire. This, however, is only the case in the city of Charkow, not in the case of people on the country(note:used to be the cise, now all get special food distribution, the hardship thus is removed). The taking away of food resp. the sale of goods mentioned above often results in considerable hirdships for those left behind and has sometimes strong effects, since neither communical nor recitrocal assistance exist here.

Very depressing for the morale of the skilled workers and the population is the effect of those persons shipped back from Germany for having become disabled or not having been fit for labor commitment from the very beginning. Several times already transports of skilled workers on their way to Germany have crossed returning transports of such disabled persons and have stood on the tracks alongside of each other for a longer period of time. These returning transports are insufficiently cared for. Nothing but sick, injured or weak people , mostly 50-60 to a car, are usually escorted by 3-4 mon. There is neither sufficient care or food. The returnees made frequently unfavorable-but surely exaggerater-statements relative to their treatment Cin Germany and on the way. As a result of all this and of what the people could see with their own eyes, : psychosis of fear was evoked among the specialist workers resp. the whole transport to Germany. Several transport leaders- of the 62nd and the 63rd in particular-reported hereto in detail. In one case the leader of the transport of skilled workers observed with own eyes how a person who died of hunger was unloaded from a returning transport on the side track. (1st Lt. Hofmann of the 63rd transport, Station Darniza). another time it was reported that 3 dead had to be deposited by the side of the tracks on the way and had to be left behind unburied by the escort. It is also regrettable that these disabled persons arrive here without any identification . According to the reports of the transport commanders one gets the impression that these persons unable to work are assembled, penned into the wagons and are sent off provided only by a few men escort, and without special care for food and medical or other attendance. The Labor Office at the place of arrival as well as the transport commanders confirm this impression.

II. Deficiencies on Transport.

During the transport to Germany provisions should be made for food, water and drinks, answering the call of nature, medical care, orderly transportation, avoidance of maltreatment, delousing according to regulation, and supervision. To take care of all this a military escort is detailed consisting of 1 car commander for each car, 1 train guard for every 6 cars, 1 supply man for every 5 c.rs, and 1 control staff for every 3 cars. This is the minimum strength required according to corresponding reports of all transports commanders. With less than that orderly care and transportation of specialists is no longer secured. It has been often confirmed that insufficient and unistructed escorts caused fatal accidents, insufficient food and care escape of hundreds of workers, most brutal maltreatment with consequent disorder and confusion. Unfortunately the escorts were depleted on the way in various manners by army details reso, by commanders for the supervision of furloughs or after the transports were taken over by the police. This always affected the transports unfavorably. The transports commanders are instructed to secure the interests of the transports by all possible means against encroachments of all kind. They are of vital importance for the Great German Reich.

Recently the practice started of handing the transports over to new escorts in Przemysl. These escorts are under the command of a delegate of the German Lubor Front or the Ministry of Lubor. This practice is clearly against the regulations and rules of the Reich Marshal and the Deputy General for Labor Supply. Taking a good management of the taunsport by the delegates for granted, incoming reports here list the following deficiencies:

-3-

The The escorts are understaffed which causes in part lack of care and food and rough breatment, Doctors and released female domestic helpers are detained in camps without authority for want of supplementary identification papers; Social dare is lacking. A Verbal report at hand relates in detail and with the witnesses the irresponsibility and indecent conduct of delegate, albert Nuessen who took over the 62nd transport. The transfer to the camp is made as fast as possible and not perfect. The railroad offices are of course directed to support the transport commanders: Unfortunately, however, some of the office chiefs of the railroad treat the transports of specialists often as very immaterial. The chief of transportation in Romodan e.g. statedd to a transport commander that these transports are not important. Yet the Fouhrer himself ordered these transports, and the problem of work power was declared to be the most important and urgent in order to increase the potential of ermament!

The food situation of the transports is now somewhat improved after giving right notice ahead of time. Previously some of the food stations failed grossly. However, it happens ugain and again that in spite of giving advance notice of the transports strength in time, no warm or cold food is ready or available. Sometimes this is due to military or hespital transports which passed through before. This can be easily understood. Sometimes, however, the notice was not passed on or simply nothing at all was done. In the Reich it is generally better. Of course it humans when trains are detoured a great deal tof the specialists go hungry for days. The iron ration is always taken along and also used. It mostly depends on the transport commander and the office chief for secual care hos unferseen food difficulties (re overcome. The army offices shows always gre test understanding for supplying these transports, the deputies of the labor front most of the time fulfill their oppointments well, however some of the deputies of the attendance service have completely failed in their duties. The transport commanders are instructed to give exact nones and conditions in the future. The red cross which at times is everburdened helps with the supplying; unfortunately, however, the attitude in behavior of many female red cross workers toward the specialists is based often on uncomprehension of the Fuehrer's great action in regard to Eastern workers; and they treat especially the female workers in an outrageous manner. Food also has been refused at times with the reference that these were "Russian swine". Nobedy pays attention to the fact that these are Ukrainians, because there is a lack of information to that effect. In reference to this, attention is called to the fact that it has happened on several occasions that people have broken out of the cars after several tays of hungaring, hurried into the nearby villages, sold their golds and acquired food. In such cases of course, it is not to be expected that they all come back. Such gross incidents of the transports of if the first months have not, to our knowledge been remeated in the summer. However, it has been reported that about 500 workers escaped along the route out of a transport which started from Kiev, accompanied by only a few policemen, supposedly 5 in all, (and without medical personel) and which convoy was budly supplied and taken care of.

To understand the supply problem, it is important to know that often only a short time is being alloted for the feeding of the many hundred people by the train commander or the railway station officer. Therefore all the workers can only be fed before the departure of the train if there is a sufficient amount of accompanying and attentince personnel and if the food is handed but quickly it several distributing points; in addition close cooperation of the workers is needed. Because the transports must often ston 1-3 km outside of the stations it still happens frequently that small part of the workers remain without rations because the engineers in spite of agreements, the stationmaster let the trains take off without warning. On the basis of reported incidents, attention must be called to the fact that is irresponsible to keep the workers locked in the cars for many hours so that they cannot even take cars of the calls of mature. It is evident that the people of a transport must be given an opportunity from time to time in order to get drinking water, to wash, and in order to relieve themselves. Cars have been showed in which people had made holes so that they could take care of the calls of nature.

When nearing bigger stations persons should, if possible relieve themselves far from these stations.

The following abuses were reported from the delousing stations:

In the women's and girl's shower rooms, services was partly performed by men or men would mingle around or even helped with the scaping!; and vice versa, there was female personnel in the men's shower rooms; men also for some time were taking photographs in the women's shower rooms. Since mainly Ukrainian personnel were transported in the last months, as far as the female portion of these are concerned they are mostly of a high noral standard and used to strict decency, they must have considered such a treatment as a national degradation. The above mentioned abuses have been, according to our knowledge, settled by the intervention of the transport commanders. The reports of the photographing were made from HallE; the reports about the former were made from Kiewerce. Such incidents in complete discard with the honor and respect of the Greater German Reich may still occur again here or there.

III. Atuses inside Germany.

Undoubthely the higher authorities in the Reich do everything to attend in the best manner to the workers from the East, especially from the Ukraine, who have been called to Germany. In most of the enterprises, too, in the countries and in households, one is not only satisfied most of the time with the Ukrainian women and girls as help, but they are also treated with a happy solicitude and with understanding for their position and for our relations to the Ukraine.

Here too, unfortunately voices are heard that tell of bad treatment in the collecting as well as other cames. All the time do people tell about beatings and thrashings but constantly also do they write about them. It seems that especially these men who have functions pertaining to order and security violate sometimes very much, the limits of admissability and identify the Ukrainians as Bolshevics while they have actually forwlecades proposed themselves to Bolshevism as its natural enemies. The camp commanders also, usually show no understanding for the Ukrainians. The treatment in the cames is described as being tell and very brutal.

With regard to food, it is being felt in Germany that in a war for life and death, it is but natural to unpose harsh restrictions in the first place on foreigners who have been up to the present in the enemy's camp. No doubt the Reich and the businesses make efforts to keep the workers who were brought in, in good health and working condition. If abuses take ; lace here, it is harmful to ourselves and should be remedied in each single case.

Disadvantageous also is the fact that a great portion of the cerman population considers the Ukrainian labor forces as their worst enemies and as <u>Russian Bolshevists</u> and treat them accordingly. A definite clarification is urgently needed here. In the face of such an attitude of the Ukrainiait will be completely impossible to have for decades and centuries a successful and durable solution for the great conomical and political problem of the East especially of the Southern part.

Until recently yot, the postal communication problem of the specialists with their country was not fully solved and gave cause to ill roumer and depression. At present an improvement is being planned.

Here in the Ukraine thousands of recruiting notices and placards have been put out to get cooperation from the people and urging them to report to the Reich with the assurance of best treatment. Therefore, considering this and also the above mentioned abuses, it would seem to be of interest to the Reich, and necessary for the security of our future race and to prevent a later evil, to prevent by all means an alienation of the Ukraine with its precious territories and population by settling vicious abuses and by a clarification of the "tituation."

Certified True Copy
C.P., 5 Oct 1942
illegible signature
Envelope
At the V.O. of the Reichs Ministry for the occupied territories of the East.
Deputy with Army, Territory B.
Official seal

---- Copy of Copy----

Copy of a letter of a graduate engineer given to the Specialist Collecting Cump.

(Translated from the original in the Specialist Collecting Camp.)
27 april 42
Camp DabenCorf
Berlin
Reich Railway direction.

Mister Franz H. Ergard and H. Nester!

Good Day!

as I have told you in my letter of 20 Apr. 42, we have been transported to the GRENEWALD Railroad car repair factories. In the first week I have worked as a jmanual laborer in the main warehouse of the works. I have unloaded coal, have dug the ground and have stacked lumber. This is supposed to be the "employment of Specialists" in their own line of work. The question constantly arises, why did I go to Germany, maybe that I who volunteered as a specialist (graduate engineer) for Germany, am to be transformed into a banned prisoner? I wonder why? That misdeeds have I cannitted against Germany? On the contrary, I have believed all those who spoke in Charkow about the workers life in Cormany. My attitude toward Germany has remained kind and friendly, I want to work, but I do not wantito be led astray, to be treated as a civilian prisoner and without any care, or as a forgotten man who can find nowhere and receives from nobely, care and moral backing. I had hoped that we would be treated humanely and quite differently. It should te clear that I did not come to Germany to beg for charity. I had a job in Charkow and a decent working place; this I have renounced for the good of Germany and sacrificed for the improvment of the condition of my family. It was clear to me that I had to help that state that delivered me from the Polshevist yoke, from this yoke under which I had to live for 24 years. Now I had expected a better future for myself. Our food ration consists of : at 4 o'clock in the morning 3/4. of a liter of tea, in the evening at 6 o'clock 3/4 of a liter of soun and 250 grams of bread a day. That is all. With such food we have to dig the ground and great requirements are made from us just like from manual luborers. On account of the undernortshment and the heavy work I am weak and exhausted today and I don't know if I can endure and survive this much longer. To what conditions thoughtlessness can drive a man! Into a condition which will problably not be pleasant to anybody. I beg you all, deliver me, help that I can go back to my family! If this is impossible, case my condition otherwise I may commit a stupidity, escare or suicide.

There is no possibility to continue to live like this.

Your,

Grigori.

P.S.: Expect with impatience to hear from you. What is the possibility of sending me a work suit which in my stupidity I have not taken along.

TRINLITION OF DOCUMENT NO. 054-PS

Cortified copy of Original

5 Cot. 12

lemperl employee

(At the V.O. of the Reich Ministry of the occupied territories of the East. Douty with Army, territory B.)

CERTIFICATE OF TRANSLATION OF DOCUMENT NO. 054-FS

Nov 19, 1945.

I, ERIST W. COHN, Pfc, 33 92 57 38, hereby certify that I am thoroughly conversant with the German-and English languages, and that the above is a true and correct translation of document No 054-PS

> EGIST 7. COHN, Pfc. 33 92 57 38

TRIBLITION OF DOCUMENT 018 IS OFFICE OF CHIEF OF COUNSEL FOR CREES

The Reichs inister for the Occupied Eastern Territories

21 December 1942 Nr. 02926/42

To

Gauleiter Fritz SAUCHAL General deputy for labor deployment

3 or 1 in 1 & E

Dear party member Sauckel:

I thank you very much for your report on the execution of the great task given to you, and I am glad to hear that in carrying out your mission you have always found the necessary support, even on the part of the civilian authorities in the occupied territories. For myself and the officials under my command this collaboration was and is salf-evident, especially since both you and I have, with regard to the solution of the labor problem in the East, represented the sale viewpoints from the beginning. For political as well as efficiency reasons, you have devoted your attention, above all, to the care of the Eastern markers, amployed in the Reich, and in the same sense I also have striven toward an everall satisfactory solution, by the establishment of special posts, collaborating with the welfere organizations (Betrouungsorganisation).

If there is now complete agreement between your and my conception of the intter, I nevertheless find it necessary on the grounds of several occurences during the last months, to point out with reference to the enclosure, the authods applied by your agencies and collaborators. I thereby do not disregard the fact that considering the scope and urgeney of the task to be accomplished, difficulties and hardships, yes even false measures by the executing branches, can in the long run not be evoided. But it seems necessary to me, to follow up these occurences ins for as they touch the conduct of nor and the interests of the weich. This would always be the case, there the acquisition of new la-Sorers is undertaken in a tay which intimidates the population. The report I have received show, that the increase of the querilla bands in the occupied Eastern regions is largely due to the fact that the methods used for procuring laborers in those regions are felt to be forced measures of mass-depertation, so that the endangered persons, prefer to escape their fate by withdrawing into the woods or going over to the querille bands. . .dd to the occasionally unfavorable news recording the treatment of the mostern leborers in the seich, that experiences with the labor procurement authorities, then the result can only be a strengthening of the number and fighting spirit of the hostile troops. This development is further mided by the return of tons of thousands of useless mastern torkers from the Reich (sick, cripples, ctc. ..

To this joint I should like to add that my repeated plea to establish sick-enups in the regional labor office districts, instead of the mass deportation of the Lasterners who are incapable of work, has so far not been ensuored. Hence I found it necessary to contact the Roichskommissor (Commissioner) for health and senitation on this latter. In the session of the propaganda department called by State Counseler, Professor BOLIGIA on the 17th of this Earth, the negative

repercussions which will be caused in the native provinces by the recently planned return transports were referred to not only by the representatives of my egency, but particularly by the representative of the oconomic staff Last, since such events interfere with the do-such as conscription, return of the sick or similar things not only ingrain the procurement and the legal validity of the executive orders of the compulsory-labor order released by me on Dec 19.41, but moreover endanger all the important wer tork in the occupied Lastern territorics. This joes as well for the urban as for the rural procurement districts, there so for, thanks to the solf-sacrificing activity of the lectors of the coordic land bases, an atmosphere permitting productive tork was created between the German administration and the native population, which now threatens to become lost. Even if I do not close Ly cycs to the necessity that the humbers de anded by the deichs inister for weapons and a munition as well as by the agricultural asconday justify unusual and hard .casures, I have to ask, due to the responsiility for the occupied Eastern territories which lies upon me, that in the accomplishments of erfered taks such measures be excluded, the toleration and prescoution of which will some day be held against me, and my collaborators. In order to achieve this, and to bring into agreement the requirements given by the poculier political situation of the Lestern territories with the measures of the commissions and the staffs of your acondies, I have a powered the deichs commissioner for the Ukraine insofer as necessary to make use of his right, and to see to it that methods which run controry to the interest of the conduct of the par and per coonery in the occupied East be ab lished.

It appears strange to me, that in numerous cases which should have been discussed with the civil authorities, we only receive information through the police and other agencies. I am referring in this connection to the note of my stead; (standig) representative of hev. 11.42.
111 if 5 - 1231 - 3587 - in which I asked for a discussion concerning the mutual ecoparation, and especially on the position of your delegates, to which I have infortunately never received an answer from you. With consultation of our mutual wishes, which you personally will certainly recerstand, it is unfortunately impossible for me to accept a co-responsibility for the consequence which result from the recounted state of affairs.

(1)

I should not like to have informed you of this, without expressing my hope that in the interests of both of us, this condition will be terminated with the coming of the new year. I am personally convinced that you, deer party number Shockel, have the same desire. I assume that there will be an apportunity for discussion of this in the conference groupted by me on Jan. 11.43.

I am gratefully looking forward to your reports in this connection.

lours.

signed: ... ROSLNIERG

TALSLITICA OF LOCULIAN 018 IS CONTINUED

Extracts from the Secret Rejert on words by the Foreign Inil Censorship lost Berlin. (Rej. No. 7328/42 secret Group VIII) Selected letters from the occupied Eastern rejions regarding the time

from Sop. 11 to Nev. 10, 1942.

(

In the letters from the Ukraine a further sharp decline in the corale is pictured, and under the impact of an increased requisition of labor forces for the Joich, the Ukrainian population has been seized by a terrible fear.

horrifying picturizations of compulsory measures by the administrative authorities for the science of historn laborers, form a lajor part of the news from home to their relatives working in Germany. The disinclination to answer the call to work in the acid has evidently grown steadily, not only due to the reports of mastern workers, which fled how and their workshops or have been dishissed. In order to secure the required number for the labor transport, when and tenon including joung sters from 15 years on up, are allegedly picked upon the street, from the merket places and village festivals, and carried off. The inhabitants therefore hide themselves in fear and avoid any appearance in public. After public beatings during the month of Cetaber, so available letters state, came the humaing down of homestords, and of whole villages as retribution for failure to could with the demand for the appropriation of labor forces directed to the communities. The laceution of the latter measures is being reported from various villages.

Ports from Two Letters

"At our place, new things have happened. Teeple are being taken to Germany. On Dec. 5, same people from the Loukuski district were scheduled to go, but they didn't want to and the village was set after. They threatened to do the same thing in Berowytschi, as not all who were scheduled to depart wanted to go. Thereupon 3 trucks leads of Germans arrived and set fire to their houses. In wrasnytschi 12 houses and in Berowytschi 3 houses were burned.

*On Cet. 1 a new conscription of labor forces took place. From that has happened, I will describe the most important to you. You can not imagine the bestielity. You probably remember what we were told about the Soviets during the rule of the loles. At that time we did not believe it and not it seems just as incredible. The order came to supply 25 workers, but no one reported. ...ll had fled. Then the Gorman militie come and began to ignite the houses of those who had fled. The fire became very violent, since it had not reined for 2 conths. In oddition the grain stocks were in the farm yeres. You can ingine what took place. The people the had hurried to the scene were forbidden to extinguish the flames, besten and arrested, so that 7 housesteads burned down. The policemen mounthile ignited other houses. The people fall on their knees and kiss their hands, but the pelicomen beet them with rubber trunchions and threaten to burn down the thele village. I den't know how this would have ended if I Sapurkany had not intervened. He promised that there would be leberers by morning. During the fire the militim went through the adjoining villages, soized the laborers, and detained brought them under arrest, therever they did not find any laborers, they detained the perents, until the children appeared. That is how they raged throughout the night in Bielesirka. The torkers which had not get appeared till then, were to be shot. .. ll schools were closed and the parried teachers were sent to work here, thile the unmarried ones to tork in Germany. They are now eatehing humans like the de_-entehors used to eatch does. They are already hunting for one week and have not yet enough. The imprisoned workers are locked in at the schoolhouse. They cannot even to out to perform their natural functions, but have to do it like jis in the same room. loople from many villages went on a cortain day to a pilgrimage to the monastory lotschaem. They were all arrested, locked in, and will be sent to work. more than there are land, blind and good people'.

CENTIFICAL OF TRANSLATION OF LOCULLAT NO. 018 IS

22 November 1945

I, FRED FILEAGLE, 2nd Lt., Inf., 0-1335567, hereby certify that I am thoroughly conversant with the Emplish and German languages; and that the above is a true and correct translation of Document No. 016 Is.

Fild Mishid.ll 2nd It., Inf., 0-1335567 aborahlas

Salachalle TRANSLATION OFFICE OF U

TRANSLATION OF DOCUMENT 1526-PS OFFICE OF U S CHIEF OF COUNSEL

Ger.

- Persons implicated:
 - a. Dr. Hans Frank, General Governor in Poland, Reich Minister, SS-Obergruppenfuehrer.
 - Dr. Josef Buehler, Secretary of State to General Governor, Chief of Government in Crecow.
 - Er. Waechter, District Governor Lwow, SJ-Gruppenfuenrer.
 - d. Dr. Bauer, Department Head.
- 2. Subject atter: Report on conditions in Ukraine.
- 3. Type and date of document:

Letter written by Prof. Kubijowytach, dated 25 February 1943 in Oracow

- 4. Location:
- 5. Summary:
- is-shootings of innocent people without trust, even children.
- b. Men-nunt for forced labor.
- c. Ill-treatment of Ukrainians.

Note. The document referred to is the more significant, as it has been written by an Jarainian collaborator and Juisling. If such a har dores to complain to the well-known by. Frank as he has done, thus incurring the grants risks for himself and his surroundings, the lasts must lt is submitted, not only be well proven, but exceed the statements made.

Copy

Prof. Dr. holodymyr Kubijowytsch, Chairman of the Ukrainian Main Committee.

Cracow, February 1943.

To the . Governor General, Reich Minister Dr. Frank.

Your Axcellancy:

Complying with your wish I send you this letter, in which I should like to state critical conditions and the painful happenings, which create especially grave conditions for the Ukrainian population within the Coneral Government. As to the German-Ukrainian relations and the general situation of the Ukrainian people, I have included all that in my letter, known as well to you, which I addressed to the Secretary of State Dr. Buehler as far back as December 1942. In that letter I stressed sainly the alarm of the Ukrainian population in regard to the uncertainty about their national future within the New Europe. Here I would like to quote some real happenings and add my reflections on them.

The center of those is the question: Shall the Ukrainians work successfully in favor of final victory; they must be granted the security which, while absolutely necessary to them, unfortunately does not exist. For under the present conditions the Ukrainians are neither sure of their possessions nor of their lives. The matter of reprivatisation has not yet been settled. Inhuman treatment, severe pressure to reced labor, unfounded arrests, and lastly the shootings of great numbers are hap anings not too infrequent these days.

1. Question of Reprivatisation.

Of primary importance for the further shaping of German-Ukrainian relations is the problem of reprivatisation. The whole Ukrainian people have connected ith the German victory in the East their hope that now all remainders of the Bolshevist Regime shall be extinguished finally.

The views of the Ukrainian people are basically those of private property and aconomy. The Ukrainian peasant is prepared to undergo the prestest privations and sacrifices in favor of the State, if only he be allowed to work in tranquillity; this feeling of inner tranquillity ho can but gain in the knowledge that the soil on which he and his encestors have tolded, will remain his property in the future. The Ukrainian population received with gratitude the proclamation of your excellency of 1 August 1941 in which, you Sir, have solved this problem at its roots and have stated reprivatisation to be the general rule for the economy of the State. Now, however, the attitude of some authorities locks as if the reprivatisation would be questioned still and as if in the new social order there was no place for private property. This situation is vary cleverly made use of by the hostile whispuring propagands. Aspecially idely has the rumor been spread that private property has not get been reintroduced for the reason that a large action of resettlement of the Ukrainians from Gallicia to the East is to be expected.

actions, such as measures of adjusting real property at the expense of peasant property (in the districts of Ternopol, Rawa, Ruska, Kalusch, etc.), survey of real property of peasants (in the district district of Czortkow) and imposing of fees for the use of lend (Czortkow, Zloczow, etc.) give such rumors the appearance of probability (enclosure 1).

It is clear that for this reason there appears a great alarm and nervousness amongst the rural population which must badly influence the inclination for work and the output of agricultural production.

The uncertainty as well as all the consciously false interpretations of such reasures through the whispuring propaganda, could only be ended by a definite carrying out of the principle of the Proclamation mentioned.

II. Measures for finding labor.

The general nervousness is still more enhanced by the wrong methods of find isper which have been used more and more frequently in recent months. The wild and ruthless man-hunt as exercised everynners in towns and country, in structs, success, stations, even in churches, at night in houses, has badly shaken the feeling of security of the inhabitents. Everyody is exposed to the danger, to be reized anywhere and at any time by matters of the police, suddenly and unexpectedly, and to be brought into an assembly camp. None of his relatives knows what has happened to him only months later one or the other gives ness of his fate by a postcard.

I seg to mention some instances with their respective proofs:

- a. During such an action a pupil in Sokol lost his life and another one was wounded (inclosure 2).
- b. 19 Ukrainian workers from Galicia, all provided with identity cards word assigned in Craco. to a transport of "Russian prisoners-ofwar" and delivered into a punitive camp in Graz (enclosure 3).
- c. 95 Ukrainians from Calicia, recruited for work in Germany by the labor offices in the middle of January, were sent to Pokow in Russi via Asstern Prussia, where most of them died under distress (enclosure 4).
- d. Scizero of workers under restext of military recruitment (Zalesc-z,ki); kidnappan, sameolboys curing school time (Biala Podloaska, Wiedawa, Hrubiasarow) (unclesure 5).

ITi. 'Lostion of Pursonal Scenity.

Treatment of hasen beings.

instruments of the German authority, stas much to make the general situation more grave. The Opring no expected the treatment of mambers of those nations fought against German, because they belong to a people who have never done mything against the Germans and their interests. Now every Usrainian counct fail to become convinced that most of the Germans do not make any distinction, and that they are accustomed to treat all peoples of the East similarily, thether friend or for. Too often the Ukrainian is exposed to the danger, then dealing with the lower authorities, to be personally insulted, to be standard, even to be ill-treated. Innumerable instances could mentioned proving this sort of treatment. In the enclosure I give only a small selection of especially grave cases (enclosure 6).

Wholesale shootings.

Of much worse character are the wholesale shoetings of absolutely innocent persons, such as happened in Lubycza Koroliwska and then in Lwow and Czertkov.

In Lubycza Koroliwska, district of Rawa Ruska, 46 peasents, including 31 Ukrainians, were shot without trial (4 October 1942) (enclosure 7).

During the second helf of November 1943, 28 Ukrainians were shot in Lwow, 56 in Czertkow, also without trial. (enclosure 8).

Arrests in Documber 1942.

In December 1942 the police undertook a cleansing action among the socalled disturbing elements, leading very soon, however, to wholesale arrests of innocent, quiet citizens. They are under arrest and in danger to lose their good health for certain, if not their life. (enclosure 9).

How scute and well founded this fear is, is proved by what happened to 6 Ukrainten this from Kolomea, who were arrested in February 1942 and who disappeared without leaving any trace. (enclosure 10).

Revision in the St. Centge Cathedral, Iwow.

In connection with the cleaning action mentioned above a raid was carried out even in the St George's cathedral in New. The fact itself, aspecially because of the charior of the police at this place which is sacred to the Uniting, produced a deep resentment and box feelings amongst the population. This was and by heatile propagands at once. Generally, it is pointed out that not men during the Bolshevist occupation raids took place on the hill of the Corpe, and that several visits by Bolshevist professors and students were they undertaken with great respect for the place and the person of the histopolitan.

Special action against the asocial elements.

Since 15 January a special action began against the so-called asocial elements in Gaiteia. In the whole area about 5,000 persons were arrested. The purpose of this amion was said to be the removal of those elements, who did not want to vork, man, entire in the black market and by so doing made the work of the authoraties more difficult. This action however, did not obtain to right result, and the victims were leading personalities of the Ukrainian cultural and communic life ar well as employees of several state authoraties and rembers of the Ukrainian and Committee.

These wholesale a rests reised on extraordinary nervousness and anxiety then, the delegates of our committee and in large spheres of the Ukrainian population.

I'. Thre ular conditions and Partisan nuisance in the District of Lublin.

(This chapter means with portions activity and the risks to which the loyal Ukraanian copulation is exposed thereby. Irrevelent).

V. Collective remembility.

General remarks

The Ukrainian occole consider as perticularly painful the application of methods of collective responsibility. The large masses of the people generally have no understanding for the principle of collective responsibility; trey take it as absumed of justice to be punished for a doed one has neither done nor approved of. Generally, the principle of collective responsibility may be considered as justified if applied to a racial community which is homogenous. The percisan nuisance, however, is particularly spread out in the mixed relich-Ukrainian areas, and the Ukrainian community can by no means beer may responsibility for misdeeds done by Poles. But even in treas with the almost homogenous population, as e.g. in Galicia, the Ukrain people could only be held responsible if they were possessed of some means of executive per or towards those members. To-day they have no such means.

For the reasons stated, the application of the principle of collective responsibility against the Ukrainian people is unjust and inexpedient in its present state of organization and aspecially in the mixed areas. The collective responsibility often hits the leading circles in town and country whose feelings are pro-German, but who are powerless against both the Polish dispetiters and against their own irresponsible hot-heads and dispairing persons.

Thus it happens that the collective responsibility which has the purpose of exterminating anti-Corsan elements quite to the contrary annihilates or westers positively pro-Cousan elements and creates tad feelings and bitterness. Thus in the district of bublin about 400 such Ukrainians perished.

We must' n but some of the most convincing instances:

Lholostle shootings.

On 25 December 1942 the military police surrounded the village of Przewale, in the district of Namosa, area of Tublin, merded together a large number of Ukrainians and Poles. Unon the manager of the estate declared he medded the Poles for and, the Poles were set free, the Ukrainians, however, managing at, were shirt dead; smong the persons shot was a 15 years old girl, Eugenia Tityrack : uncl. 15).

In the village of Node or (district of Lublin) & pro-German Ukrainians who had been persocuted by 'no Poles because of their patriotic views in pre-war time, very shot on 50 October 1942.

(n 29 January 1943 in the village of Sumyn (collective community of Tarnovacka, district of Lublin) 45 Unrainline, including 18 children between the ages of 3 and 15 were shot, and on 2 February 1943 in the villages of Pankow and Johnson 14 (collective community of Tarnovacka) 19 Ukrainians were shot, and village 8 children, aged 1 to 13 years (encl. 16).

The greatest bitterness is created by the killing of innocent children, because the population is tarble to unicretand that the German authorities could consent to or order such deeds.

The tragic events the Respect Rorollwska and Aubycza Kniazi (districts of Mara Ruska, area of Lublan) have been mentioned above (encl. 7).

Conclusion.

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The happenings in Galicia mentioned in this report have been submitted to become br. Lauchter and the Department Head Dr. Bauer in writing and verbally. We report than herein, in order to complete the picture of the General Government.

(Rost on pages 6, 9 and 10 irrelevant.)

Gracow, 25 February 1043.

Table of Enclosures.

- 1. The surveying measures in the area of Czortkow.
- 2. The events at Sokal.
- 3. The behavior of the Polish employees of the labor office.
- 4. Linutes (fete of the Ukrainian vorkers in Pskow).
- 5. Lemorandum for the files (false recruiting of workers to the Reich).
- 6. Lamorandum for the files (ill-treatment of Ukrainians).
- 7. Shooting of 46 peasents in Lubyeza Koroliwska, district of Rawa Ruska.
- 3. Shootings in Lucw and Csortkow in November 1942.
- 9. Arrests in Galicia in Documber 1942.

10. Uncertain fate of arrested Ukrainian momen students from Kolomes.

List of some well-known Ukrainlan citizens, arrusted in January 1943 in the area of Kolomea, Stryj, and Kamlonka Strumilowa.

12. Arrests and shootings of persons unfit for work in the district of

13. Anti-Ukrainian activities of persons unfit for work in the district Billieraj.

14. activities of partisons in the district of Biala Podlasko during the

suco id half of the year 1942.

15. Saccing of 15 Ukrumi is in the village of Przewale.

16. List of the Ukramians shot in the village of Sumin, community of Truenmeths on 29 January 1943.

Enclosure J.

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The Sarrying Measures in the District of Czortkow.

In September of last for the Chief Inspectorate of agricultural land (Hauptlandinspekuion) in Coordon was formed under the management of the Person District Surveyor (Contalandinspector).

haployed were the er or hers-surveyor Jwanenko, a Pussian, and the draughtsman Pach, a Polog of her the land-surveyors from Erzezany and Tarn-opol and some other the an allogues who were brought to Czertkow. Travel-ling in the district of Carcollow they draw maps showing the position of the communities with acadima regard to all faces and marking the botter farms. About the midlic of Posember the routvities of this institution ceased; probably up till the end of april 1943. At mor has it that Gorgan passants to the number of 50,000 who are to be transferred from Germany into this discrict should be settled on those batter farms.

Enclosur 2.

The rvents at Sora

On 24 Octaber 19/2 her mon ly mid 14 hours, when the school boys went home from school, they nore stopped by wetschmente of military police on the stres, and together with other people were formed into one unit. There was a marie as nebody limer what was going to happen to these people. People bagan to the from the stracts. The school boy Jaroslau MEDA who was just passing with his father, the secretary of the collective community of Parchaez also started to run. The father tried to calm him and called him back as there wis no danger. A military policeman, however, new him fleeing and shot at his "custing nim fat. Lay, so that he died in the local hospital half an hour later.

at the sain time two military policemen went into the Ukrainian hostel for schoolboys and to a may some boys. Inc others were at lunch in the dining-room and therefor restined unnoticed. In front of the schoolboys! hostel the schoolboy Lessyl KALL TSCHUA was caught by a military policeman and wounded so seriously in the thigh by a bayonet that he had to be taken to hospital.

The student of theology Osyyn KARAKAL was severaly beaten until he fointed.

The public school teacher Michael DULIHA was beaten publicly.

It is to be stressed that nobody know that this action of collecting people was to procure workers to load carrots at the station. When the hendenster of the public school informed the memager of the local labor offi by phone and asked for his help, the latter replied he had no time to spare

for this matter at the moment. Thereafter, the headmasters of the Ukrainian schools informed the manager of the local labor office that they would put their boys at the disposal of the authorities in every case there was unforeseen and undelayable work to be done in town after having received fair warning provided no other labor was available.

Enclosure 3.

Copy

Zborow, 6 Oct. 1942

Ukrainian Aid Committee Branch Zborow.

To the Ukrainian Linin Committee in Lwow.

Department for food.

Subject: The behavior of the Polish employees of the labor office in Cracow towards our laborers.

We present the minutes prepared by our office together with Mr. Procyk LUKAS on 28 September 1942 who returned from Germany.

He reports:

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Ukrainian laborers coming to Gracow, though provided with cortificates and identification papers, are using transferred by the Polish employees of the labor office together with the transports of Russian civilian and brought to punitive camps.

Many Ukrainians fell victim to such Folish provocations. The situation of these people is all the more tragic, as they do not know the German language and their certificates and identification papers were destroyed by the above mentioned Polish employees.

Below we give a list of the Ukrainian laborers who are in the punitive camp in Graz as Russians and refugees:

(Follows a list of 19 names).

The situation of the above named is tragic. I was lucky to escape. With complete confidence in me and tears in their eyes they asked me to report their condition to the Committee.

signed Procyk Lukas.

Enclosure 4.

Minutes.

Michaljlo MOST, Behden Jawil, Iwan Baran (son of Iwan), Iwan Baran (son of Lykola) and Clexa CHILJAK, all from Koniuschky, Koroliwiski, district of Komarow, were sent by the labor office for work to Germany on 12 January 1942.

They came to Pwzemysk, where they stayed for a whole week awaiting medical inspection. After the medical inspection they were joined to the transport which was to go to Germany. However, they were driven via Warsaw, most Prussia to Russia and were brought to the town of Pskow. With them were 95 Ukrainian leds from Galicia, including 18 lads from the village of Koniuschky Koroliwaki. They were accompanied by a military escort. On 28 January 1942 they arrived in Pskow. At first, they worked in the woods felling trees, later building a bath-nouse.

In the beginning they received half a loaf of bread as daily ration, and later one loaf for seven persons daily, black coffee at breakfast and supper and soup at dinner time.

They never had a day off, they had to work even on Sundays. Terrible frost persisted throughout - to 58 centigrades (below zero), but the lads got no warm clothes, they worked in the clothes they had brought with them. After arriving in Pskow the workers lived in unheated buts without beds. The buts were made from wood and it was very cold there; only after two weeks were they billetted in a hall with beds, but they were unable to get warm with the blankets they had brought with them. Many of them fell ill from hunger and cold, 18 had to be taken to hospital (there was no room for several persons) where they remained for 2 to 3 weeks. The sick were refused broad, because they were said to be simulants. In the hospital the sick received 50 grammas of bread and some warm water and some soup and potatoes at about 16 hours.

Anyone unfit for work was sent away forcibly. Many escaped from the huts during the winter, one died. 13 lads from the village of Konischky Koroliwski escaped, three were arrested, and we know nothing about the others; they certainly id not return home.

5 of the above mentioned lads were declared unfit for work by a military commission and sent to Iwow and then home where they arrived completely exhausted. Of the 95 persons in the hutments in Pakow up to April, only 14 remained, 8 from the district of Jarowiw and 1 from Grodek. Those 14 persons, hungry and weak, were released to 50 home.

These workers received no pay.

Komarow, 22 April 1942.

Confirmed by signature: Mychajlo Kost, Bohdan Janiw, Iwan Baran.

Enclosure 5.

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Momerandum for the files.

In November of last year a inspection of all males of the age groups 1910 to 1920 was ordered in the area of Zeleschozyki (district of Czortkow). After the men had appeared for inspection, all those who were chosen were arrested at once, loaded into trains and sent to the Reich: Such recruiting of laborers for the Reich also took place in other areas of this district. Following some interventions the action was then stopped.

The labor office in Biala Podlaska carried out the recruiting for work of the students at the commercial college. Then the officials recruited more students than ordered, the main doors and doors to the class-rooms were locked; conscruently a panic amongst the students broke out, and even some students fled through the windows.

Similar events occurred in blodaws and Hrubieschow in consequence of which the schools were closed for some time.

Enclosure 6.

Memo for the files.

Re: Ill-treatment of Ukrainians.

a. On 11 November 1942 Irene MALWSCHTSCHUK, a public school girl working in a German food store in Czortkov, was, whilst working (attending to German

customers) hit in the face several times by a Security Policeman without any reason whatsoever. When questioned why he did it, she received the answer: because you did not pay any special attention to me.

- b. In September 1942 a meeting took place in Chodorow in the presence of the District Farmer of Stryj, the District Agricultural Expert, the Chairman of the Ukrainken Aid Committee, the Land Commissioner, the District Farmer, the Charman of the Delegation in Chodorow, and mayors and bailiffs of the district of Chocorow concerning the delivery quotas. During the discussion of the quota action the District Farmer said that the communities of Hranky, Kuty, and Bortnik, had not delivered their ordered quota of vegetables, then he ordered the Mayor of Hranky, Kuty to come up and hit him in the face in front of the assembly.
- c. The colef of the price control office in Zloczow, H. Mok, who personally controls the delivery of foodstuffs into the town, stopped a woman on the way who was carrying a few kilos of carrets. Mr. Mok ordered his interpreter, a Jaw, to search the woman; the Jew did it in such a manner as to offend the migraty of a number being and of the woman.
- d. The District Parker Forzin in Biala Polaska shot at imnocent Ukrainian reasents from the villers of Polanow and Nosow, whilst on duty on 30 July 19/2, two of whom size Penzin was arrosted, but the event caused great indignation in the only area.
- e. On 9 August 1942 the Carainian student Iwan NOWTSCHYSCHYN was beaten without any reason what needs by a Polish railroad policemen on the station in Practual; when the student tried to collend himself, he was futally wounted with the bayonet.

Generally, there are strong complaints all over the country about the way Police tembers of the milroso police treated Ukrainians.

Enclosure 7.

Shooting of 45 peasants in Lubycas, district of Rawa Rusks.

In the early morning of Sunday, 4 October 1942, some groups of the Special pervice detachments statished near Belsez, came to the village of Lungama Koroliweka and Alba eta Khiazi and calced out all male villagers. The men were convinced that it was a matter of some urgent work for the village and obligingly hurried to the place of assembly. There they were formed in rank and file and requested to name 2 saboteurs within two minutes, otherwise every fifth men would be shot. As, however, no acts of sabotage had been conmitted in the willage, no substeurs could be named. Then, 45 men and 1 woman were a previously was, what is Tubyona Koroliwsak and Kubyoza Kniezi.

Amongst the 46 shot wie 31 Ukrainians.

The pretence for these tragic moss-shootings was a fire which occurred in the stables of the said Special Service detachments near Belsez during the night of 3-4 October, when 3 horses were said to have perished. Probably this fire was set alight by the carelessness of the stable-boys and was extinguished at onco.

The community of Lubysza Korolivska has been known as one of the most loyal of the whole district. The very same day (4 October 1942) the Governor of the province of Calicia, during a celebration in laws, specially mentioned the community as one conscious of their duties regarding the delivery of their ductas; this was officially published (Lwiwski histi) (Lemberger Nachrichten & October 1942).

TRANSLATION OF DOCUMENT 1526-PS Cont'd.

The village Kubycza is 8 km. away from the place where the fire took place. The above mentioned stable is not within the village boundaries of Lubycza Koroliwska.

It should be noted here that in spite of repeated assurances given by the District Captain (Kreishauptmann) the injured families in Lubysza Koroliwska have so far not received any compensation.

Enclosure 8.

As a reprisal for the shooting of a member of the German police in Lwow who was killed by an unknown perpetrator in the second half of November 1942, 28 Ukrainians were shot in Lwow, and 56 in Czortkow who were at the time in prison in these towns. Nobody was told the reason for the shooting, and the shootings in Czortkow were carried out in broad day-light before the eyes of the frightened population. Among the persons shot were many suffering from typhoid who were taken from the hospital whilst unconscious, loaded on to trucks, and taken to the place of execution.

These shootings were to be considered as reprisals against the so-called "Bandera" group. Among the persons shot were elderly citizens who had no connection whatever with the activities of this group, as for instance Dr. Olexa KOSSAK, lawyer from Kolomea, engineer andrij PJASECKYJ, head-gamekeeper in Janiw near Lwow all of whom had been vouched for not only by myself and Dr. Kost PANKISKYJ, but by Reich Germans as well.

Enclosure 9.

Arrests in Galicia in December 1942.

In December 1942 the police made arrests among the so-called restless elements.

In the whole province of Galicia arrests were made, especially among the young people using those followers of the partisans were looked for. On this occasion a number of elderly citizens were arrested, who were but vaguely connected with the suspects. Thus, for instance, the owners of houses where the suspect lived as a lodger were arrested as well as guests present in the house at the time of arrest. On interventions by the representatives of the Ukrainian Main Committee in Imom the police answered in order to release the persons arrested by mistake. Since then 2% months have passed and the persons arrested by mistake are still in prison. They are treated there as criminals and are not certain of their lives.

a typical example of this is the fact that 50 Ukrainians died of misery and hunger in the prison in Czortkow. The Ukrainian Aid Committee in Czortkow tried to obtain a permit to send food to the prisoners, but without success; although the commander of the police agreed, the prison-commander insisted that the command of the Laow police had to grant permission.

Enclosure 10.

Uncertain fate of arrested Ukrainian women students.

On 5 February 1942, & Ukrainian women students and school wirls from Kolomes were arrested and in the spring sent on to Czortkow. Since then their relatives are unable to obtain any news about their fate.

The personal date of the arrested:

(follow 6 names together with names of respective parents and date and place of birth).

Enclosure 11.

List

of some well-known Ukrainian citizens, members of the Ukrainian Aid Committee and employees of the State Administration, the Self-Government and the Economic Authorities, also of the old mon and students who were arrested in January 1943 in the districts of Kolomea, Stryj, and Komionka Strumilowa.:

(follows names by localities.)

Enclosure 12.

(5)

Arrests and shootings of persons unfit for work in the District of Sanok.

During the period from 18 to 24 January 1943 about 300 persons were arrested in the neighborhood of Sanok in accordance with lists compiled some time before by the local mayors on orders of the authorities. Some of them were soon set free, but the fate of the rest is unknown to us and their families. The shootings which are daily taking place on the Jewish cametery promise no good.

On 17 and 18 January 1943 many persons from the districts Sanok and Jaslo were arrested in the station in Tarnow whilst riding in the direction of Cracow; so far their families have no news about their fate. Thus, for instance, 4 persons were arrested from the village of Losie, district Jaslo, viz.:

(follow 4 names and addresses).

One of them went to see a doctor in Cracow, the others were on business trips to harsaw.

On 18 January 1943, 14 persons who were unfit for work were shot together with 80 Jews in Ustrayki Dolne; they were buried together in a ditch.
Among these 14 were old men and invalids, for instance from Lutswyska: Iwan
LESYK, 68-70 years old, invalid of the Austrian army who worked as a tiler,
Jurko SCHKRABAK and his wife, beth about 70 years of ago, and 3 other unknown persons, a female beggar from Ustraky called "HARAMSTAKA". We do not
know the names of the other people shot. It should be pointed out that the
Ukrainians celebrated a second Christmas evening on that day called "Schtschedryj Wetschir".

As this holiday is celebrated by the Ukrainians with great piety, the shootings of those innocent people on this holy day caused great indignance and embitterment. These events depress the Ukrainian population. The view is current that now the shootings of the Jews come to an end those of the Ukrainians begin. The case of Ustrzyki is commented upon as follows: The Germans do not care about any non-German sanctity and holidays, they even shoot Ukrainians on the Ukrainian "Schtschedryj Wetschir" (the case in Ustrzyki).

The Ukrainian population is suspicious of all orders given by the German authority and even keep away from the soup kitchens, for fear that those in need may be considered as beggars and shot.

Enclosure 13.

"-Ukrainian activities of partisans in the District of Bilgoraj.

Delegato:

Enclosure 11.

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of some well-known Ukrainian citizens, members of the Ukrainian Aid Committee and employees of the State Administration, the Self-Government and the Economic authorities, also of the old men and students who were arrested in January 1943 in the districts of Kolomea, Stryj, and Komionka Strumilowa.:

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The Ukrainian population is suspicious of all orders given by the German authority and even keep away from the soup kitchens, for fear that those in need may be considered as beggars and shot.

Enclosure 13.

Anti-Ukrainian activities of partisans in the District of Bilgoraj.

(lirelovant).

Enclosure 14.

Activities of partisans in the district of Biala Podlaska during the second half of 1942.

(Irrelevant).

Enclosure 15.

Shooting of 16 Ukrainiuns in Przewala.

On 17 December 1942 the population of Zubowice, district of Tyschowce was moved away and racial Germans were settled in their place. The Polish population of Zubowice, warned the day before by a certain Kelesche of the coming evacuation fled, but the Ukrainians stayed and were evacuated to the little town of Tyszowce and its suburbs, with the help of the representatives of the Ukrainian Aid Committee. This evacuation affected 128 Ukrainian families, 486 persons in all.

Some days later a few farms in Zubowice and the surrounding country as far as the village of Przowale were burnt down. It is obvious that these fires were started by escaped Poles who hid in the forests or the neighboring Polish villages, for all farms burnt down belonged to Poles prior to the evacuation; the Ukrainians who were evacuated in an organized manner and went willingly to destinations far off, viz. Zamlynic and Dubyna, were certainly not interested in burning down farms in Zubowice, particularly not their own farms.

As reprisal the arrests in Zamlynic and the shooting of persons in the village Przewale, near Zobuwice, were carried out on 24 December 1942. This village is inhabited by 337 Poles and only 122 Ukrainians. On intervention by the Local Farm Administrator Poles have been separated and released from amongst the people arrested at random, the remaining Ukrainians, however, among them the 58 years old Ukrainian tescher and trustee of the Aid Committee in Zamose, Banda ONOFER, and his 75 years old mother-in-law Marie RELUS were shot. The names of the other Ukrainians who were shot are: (follows a list of 10 names including one of a persons aged 80 years).

Enclosura 16.

List of the Ukrainians shot on 29 January 1943 in the village of Sumin community of Taranwatka.

(Follows a list of 45 names, giving femily state, age, and remarks. Remarks to No. 16: Wounded, in hospital, to No. 19: Village Mayor, to No. 31: Wounded, in hospital, No's: 39 & 45: wounded, in hospital.)

Total 8 man, 19 women, 18 emildren.

The delugate: Paster Hatwijtschuk.

List of Ukrainians shot 2 February 1943 in the villages of Pankow and Schare-well.

(Follows a list of 19 names, giving family state, ago and remarks. Remarks to No's.: 4, 14, 15, 16, 17: Lounded).

Total 4 min, 7 women, 8 children. In the village Pankow 5 Poles have been shot. In the village Scherowela 6 Poles have been shot.

Delegation Ukrainian Aid Committee Tomascho Lubelsko. Delegate: Hatwijtschuk.

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OF DOCUMENT NO. 1526-PS

23 November 1945.

I, J. WAITER ROTHSCHILD, lat It, AUS, 0886354, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a crue and correct translation of Document No. 1526-PS.

J. WALTER MOTHSCHILD lst Lt., 0886354.

TALBELITICA OF ELORGY OF DOCUMENT IS - 3012 CFFICE OF CHIEF OF COURSEL FOR ... CRIEBS Copy of Copy r 173 SI CILL GIOU. 40 19 march 1943 SECKET Torsonal To all rou; leaders of the Security Service (SD) - muxiliary roups. It is the task of the Security lelice and of the Security Service (55) to discover all end ies of the Reich and fight against them in the interest of security, and in the zone of operations especially to jummantee the security of the army. Jesides the annihilation of active of penents, all other elements the, by virtue of their opinions or their jast, may expear active as enomies under favorable conditions, are to be eliminated (sind ... suszumerzen) through preventive measures. The Security Iclics carries out this task according to the Leneral Cirectives of the Fuehrer : ith all the required tou hasss. mergotic

> The situation at the front in any sector had become so serious that the population, partly influenced by Humarians and Italians, who streamed back in chaotic condition, took openly position against us.

Decaures are especially necessary in territories endangered by the

Curing recent time, necessary for the two following reasons:

activity of hostile _cr_s. The competence of the security lolice within the zone of operations is used on the serveresse-decrees. I doe.. the measures of the security lolice, carried out on a considerable scale

- 2) The strong expeditions of hostile gangs, who came especially from the ferest of Dryansk, were another reason. Besides that, other revolutionary groups, formed by the population, appeared suddenly in all districts. The providing of an a evidently provided no difficulties at all. It would have been irresponsible, if we had observed this whole activity without acting against it. It is evidus that all such measures wing about some hershness. I want to take up the significant joints of hersh measures:
 - 1) The shocting of Jun arian Jews
 - 2) The sheeting of . reneas
 - 3) The sheeting of children
 - a) The total burnin down of villages
 - The "sheeting, thile trying to escape," (%).
 (Fluechten) c. Security Service (SD) prisoners

Chief of Conditions Group C confirmed once more the corrections of the measures taken, and expressed his recognition for the energetic actions.

with rejert to the current political situation, especially in the armament industry in the fatherland, the measures of the Security Police have to be subordinated to the grantest extent to the recruiting of labor for Garmany. In the shortest possible time, the Ukraine has to jut at the disposal of the armament industry 1 million workers, 500 of them have to be sent from our territory daily.

The work of the field groups has therefore to be changed as of now. The following orders are given:

- 1) Special treatment is to be limited to a minimum
- 2) The listing of communist functioneries, activities and so on, is to take place by roster only for the time being, without erresting anyboly. It is, for instance, no longer focsible to arrest all the close relatives of a number of the communist party. Although, members of the homeanolz are to be arrested only, if they were active in a leading position.
- 3) The activity of the labor offices, respective of recruiting commissions, is to be supported to the greatest
 entent possible. It will not be possible always to refrain
 from using force. During a conference with the Chief of the
 Labor Commitment Staffs, an agree ent was reached stating
 that wherever prisoners can be released, they should be put
 at the disposal of the Commissioner of the Labor Office.

 when searching (becambolumg) villages, resp. when it has
 become necessary to burn down a village, the whole population
 will be put at the disposal of the Commissioner by force.
- 4) as a rule, no here children will be shot.
- 5) The reporting of hostile gangs as well as drives against then is not affected hereby. All drives against those hostile gangs can only take place after by approval has been obtained.
- 6) The prisons have to be kept capty, as a rule. We have to be owere of the feet, that the blavs will interpret all soft treatment on our part as weakness and that they will not accordingly right every. If we limit our harsh accourses of security police through above orders for the time being, that is only done for the following reason. The cost important thing is the recruiting of workers. No check of persons to be sent into the Reich will be made. No written certificates of political reliability check or similar things will be issued.

truc copy (signed): Bender EVR

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(signed): Christianson SS Lajor and C.O.

Certificate of Translation of excerpt of Document No. 18 3012

I, 5/5gt. Inul ... Freedmann, 33799122, horeby certify that I am thoroughly conversent with the English and German languages; and that the above is a correct and true translation of Document he. 18 3012.

S/Sct. Icul .. Freedmenn 33799122 TRANSLATION OF DOCUMENT To NI - 449 OFFICE OF U.S. CHIEF OF COUNSEL

(Note in pencil) 4. Operation France

Plenipotentiary General for Labor Allocation (Arbeitseinsatz)

(0)

Paris 31 August 1943

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Extremely confidential !

Fundamental Guiding Principles for the Offices of the Plenipotentiary
General for Labor Allocation in the Territories Occupied by the
German Armed Forces.

- The Plenipotentiary General for Labor Allocation serves the entire German war economy with his offices in the Greater German Reich ent in the territories occupied by the armed forces by the procurement or reassignment of workers.
- 2.) The Plenipotentiary General for Labor Allocation with his offices has exclusive authority over all labor allocation and wage questions or problems in the Greater German Reich, as well as in all occupied territories, in accordance with the Decree of the Fuehrer and the Deputy of the Four Year Plan, the Field Marshal of the Greater German Reich.
- 3.) All the actual duties of labor allocation in the occupied territories, as well as in the Reich itself, are performed in accordance with the directives of the Plenipotentiary General for Labor Allocation.
- 4.) The Plenipotentiary General for Labor Allocation has for his part placed all his offices under the obligation to devote themselves voluntarily to the necessity of a unanimous and unreserved appreciation and recognition of the supreme German political leaders (Hoheitstraeger) employed by the Fuehrer at any time and to strength the latter's authority in the interest of the prestige, power and unity of the Greater German Reich

(Lote in peneil) Supplied by the Free Germany Committee West in Paris

(Page 2 of original)

5.) This so obvious and extremely necessary introduction and coordinatic of German offices, representing a certain specialized riold into a unified, strict and systematic German administrative structure must not, and will not, be allowed to prejudice in any way the accomplishment of a great, militarily decisive task, such as is represented by the unified guidance and direction of labor allocation in the European territories standing under German protection. On the contrary, this militarily important task must be protected and furthered by a guaranteed, unified authority and administrative leadership.

TRANSLATION OF DOCUMENT No NI - 449 (Cont'd)

This, however, is possible only under the presupposition that no kind of non-technical and therefore unsuitable and damaging hindrances will be forced upon labor allocation by personalities or authorities without expert knowledge and therefore with a foreign attitude towards this matter, whether in the civilian or military branch.

5.) The material execution of labor allocation assignments or the regulation of wage and efficiency questions, which, indeed, always arise only in the highest interests of the German war economy and mostly by virtue of certain and and programs of the Fuehrer, are to be solved within the sovereign administrative area of a military commander or a Reich Commissioner only according to the central directives, principles, general instructions, and order of the Plenipotentiary General, as well as according to material and extremely practical points of view. Only the offices of the Plenipotentiary General for Labor Allocation (GBA) are responsible to him for their speedy, practical and successful execution in their district.

(Page 3 of original)

- 7.) In compliance with the general principle of maintaining a uniform German authority in the occupied territories, the offices of the General Plenipotentiary for Labor Commitment in the occupied territories will not enter into immediate contact with the repr. tatives or organizations of a local government or authority but without exception through the official channel and with the participation of the competent Reich Commissioners or military commanders. If, in the course of such conversations or negotiations the interests of other German Agencies should be involved, or if their support is necessary or useful, their participation is to be secured in good time.
 - 8.) In all circumstances, before any conversation or negatiation with a non-German office, the German side involved must be perfectly in the clear and in full agreement as to the question concerning Labor Commitment to be dealt with and a concerted unanimous technical procedure must be guaranteed.

In such territories where the Reich Minister for Foreign Affairs of the greater German Reich maintains his own Agencies, these must slao be drawn upon authoritatively in due time.

In any case, the technical success from the point of view of Labor Commitment must be guaranteed. The deputies or representatives of the General Planipotentiary for Labor Commitment are therefore primarily competent and responsible for all technical istails. The interests of Labor Commitment must therefore be advocated by them in a consistent manner, single-mindedly, tenaciously and decisively, while the preparation and negotiation of the agreements, eventually also the settling of any misunderstandings or difficulties, is the exclusive task of the

TRANSLATION OF DOCUMENT N. NI - 449
(Cont'd)

(Page 4 of original)

competent military commander or Reich commissioner, that is of the representatives of German severeignty, whether of the military or civilian administration (Departments or districts).

For the attitude to be assumed by the heads of the commitment staff, the special regulations contained in the general notes of the military commander in Paris and of the GBA of 10 august 1943, paragraph II, (see enclosure) are applicable.

- 9) In every case, however, the success of the measures for Labor commitment which are taken in the exclusive interest of the whole German war economy and therefore of the final complete German victory must be guaranteed and remain secured. The most important conditions can be condensed in one sentence. While preserving the strong and coherent authority of the representatives of German sovereignty appointed by the Fushrer who is competent in each particular case, the greatest possible independance of the offices of the General Plenipotentiary for Labor Commitment must be guaranteed. The necessary decisions concerning Labor procurement questions must be arrived at by taking into account valuable experience gained, and by using technical knowledge with the utmost decision towards obtaining the best possible results, while avoiding as far as possible any unnecessary interference with German interests in general.
- 10) All offices established in the occupied territories and their officials and employees of the General Plenipotentiary for Labor Commitment must maintain exemplary and unconditional discipline. They must moreover work toget r in close and unconditional harmony.

(Page 5 of original)

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The best mutual comradship and assistance are absolutely a foregone conclusion for a National Socialists administration, especially in the occupied territories or in foreign countries. Conduct and appearance on and off duty must be in keeping with the dignity and standing of the German people.

 Good comradeship and close unity must, therefore, be observed by all members of the G.A. offices towards members of all other German military or civilian offices.

Finally I make it the duty of all officials and employeds in the occupied territories to become members of the local offices of the German Pational Socialist Workers party and to make themselves available for practical cooperation in the latter's tasks and organizations, insafer we their professional duties will permit.

(signed) Fritz SAUCKEL

certified: Signature illogible Vice-President

TRANSLATION OF LOCUMENT No NI - 449 (Cont'd)

(Page 1 of original enclosure)

The General Commissioner for Labor Assignment

Paris, 31 Aug st 1943

Strictly confidential

Operational Directives for the Assignment Staffe

in France for the next months

(4th Operation France)

I. Tasks

- In a 4th Operation France for the reinforcement of German Armament and thence the victorious prosecution of the struggle against Bolshevism, in which our fate is involved, the labor assignment staffs must mobilize by the 31 Dec. 1943;
 - a) 500,000 workers for assign ont to the armament plants of the Reich, and
 - b) 1,000,000 workers for the execution of German tasks in France.

Of these, 100,000 must be held in readiness for the armament plants in Germany (i.e. approximately 1 % of French workers and employees), and 200,000 for French enterprises working for Germany, within the framework of an immediate program in virtue of existing regulations ruling economy and population.

2) Whatever number of workers the French authorities can r to available in virtue of the French Government's consent to the mobilization of a further 60,000 workers within the framework of the 3rd French Program for the seizing of 150,000 work evaders and requisition of the French Labor Service, will count as a quota towards the 4th Program.

Should the French government proceed to the mobilization of the 1923 class, these workers will be assigned to French enterprises working for Germany according to a special plan to be drawn up with due consideration for the other conditions of assignment, in agreement with the Reich Minister of Armament and Munitions.

(Page 2 of original enclosure)

3) The Reich Minister of Armament and Munitions will delegate to each assignment staff a representative who will cooperate particularly in the inspection of armament plants and, by keeping in permanent and close lighter with the armament offices, remove any difficulties that may arise.

TRANSLATION OF DOCUMENT No NI - 449 (Cont'd)

- 4) In the planning and execution of tasks requiring the cooperation of the representative of the French authorities, the chief of the assignment staff will directly call upon such representative to participate in particular in the inspection of French enterprises and economic branches.
- 5. In the course of execution of the immediate tasks in virtue of paragraph 1, regulations on population and economy will be supplemented by the assignment staffs with due consideration for the tasks already existing in France and the future assignment regulation, in ord. to rely on adequate support in the handling of the whole operation.
- 6) The workers mobilized for assignment in Germany by a sponsor district will be first of all brought to the home district. If the home district has no further requirements for urgent armament work, the mobilized workers will remain at the disposal of a superior Reich labor pool centrally directed, in order to cover other urgent armament work in other home districts. Each assignment staff must handle such work with as much urgency as the assignment of workers in their home district. The imposition of particular quotas remains reserved.
- 7) Sponsor districts will moreover, according to their organization, contribute on a quota basis to special national work as for instance Reichsbahn operations, Reichspost work, procurement of workers for the O.T. and mobilization of workers for apprenticeship and readaptation measures in France as well as in Germany.

(Page 3 of original enclosure)

8) Insofar as the transfer of work teams to German enterprise has been agreed between German and French enterprises, and such transfer is in the interest of armament, assignment staffs must help such measures including cases when the enterprise to which the French workers are moved is not located within the home district of the assignment staff.

II. Prodice

- 1) Mobilization of workers is carried out:
 - a) by froe recruitment
 - b) by combing out enterprises, economic branches and population groups (particularly by recruiting the unemployed, or partly employed and French women) and by requisition of these persons for labor assignment in virtue of compulsory service.

These two systems will run concurrently. A particular endeavor will be made to assign French women who are as yet far from sharing the German woman's obligations in regard to vital war work.

TRANSLATION OF DOCUMENT No NI - 449 (Conttd)

- 2)) Free recruitment will be carried out by using every appropriate means of recruitment (newspapers, radio, films, printed matter, posters, contact with influential authorities, bonuses, recruiting among employees of enterprises, etc.) Recruiting must not violate the principles of the German wage system.
- 3) The combing out of workers from economic branches and enterprises and recruitment of sections of the population must be carried out in accordance with the strict regulations on economy and population.

Enterprises fully engaged in German armament work or German vital civilian work, especially those in which a stoppage of work is foreseen are to receive favorable treatment.

(Page 4 of original enclosure)

- 4) The Commitment Staff indicates to the competent Prefect, numerically or by name, the workers, who can be obtained from the circles of industry, economy or population and can be transferred to a French plant, reserved for German orders or to armaments plants in Germany, at the same time stating the time of departure. The records for the work of the Prefect's office (orders, work conditions, etc) are to be placed at their disposal in due course. On the delivery of the order material, defense questions are to be considered.
- 5) The head of the Commitment Staff may employ members of the German administration for the recruitment and enrolment, should the assuring of the completion within the period require it.
- 6) The Prefect will make use of all necessary personnel and office assistance as well as of all executive measures, in order to fill the placed orders in rotation and within the time limit. French agencies who fail to carry out the project, are to be proceeded against by all available means.
- 7) If the German Commitment Staff detects laxities which endanger the execution of the project, the Prefect is to be approached to provide an immediate remedy. Should be not comply with this request, the Field Commandant is to be notified at once. The Field Commandant is to employ the severest measures in order to enforce the execution of the order.
- 8) Incidents in which French officials or employees are called to task. must receive French publicity in order to achieve a performance by the French agencies corresponding with German interests.
- 9) French workers who do not carry out their duties, will be immediately arrested by the French police or gendarmes and transferred to the collecting camp.

(Page 5 of original enclosure)

10) Members of the French police, who do not carry out this order with the necessary emphases and success, are to be called to task by the

TRANSLATION OF DOCUMENT No NI - 449 (Cont'd)

Prefect. If this does not achieve results, the competent Commandant of the Security Police and the SD will step in and take action against the accused.

11) In the event of the supervision of the activities of the French police at particular centers of the Labor Commitment requiring a re-enforcement of German executive agencies, the offices of the higher agencies will take the necessary measures.

The appointed work can only be carried out if already at the beginning of the fourth project France all difficulties and attempts at sabotage are met by the French Agencies or individual persons with _ eat severity. On the basis of faultlessly and carefully worked out fundamentals, the requirements of the Commitment Staff from French Agencies are to be put so precisely that questions of uncertainty will not arise and that decisions once made, can be adhered to. The execution of the demand must then be enforced by all measures.

(signed) Fritz SAUCKEL

certified:

(signed) RITTER Vice-President

CERTIFICATE OF TRANSLATION

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I, HENA E. UIBERALL, AGO No. D-150096, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 449

> ERNA E. UIBERALL U. S. Civilian AGO No. D-150096

Shorthand Firston

54th Conformed of the Contral Planning Board

ro: Labor Supply

on sudnosday, March 1st, 1934, 10 olologic at the Hinistry for Air Transport

1767. Sauckel: Field Larshal, Gentlemen, it goes without saying that we shall satisfy as for as possible the demends agreed upon by the Central Flanning Board. In this connection I wish to state that I call such deliveries as can be made by the Flenipotentiary for Labor "possible" by stressing every nerve of his organisation. Already on January 4th I had to report to the Fuel row with the greatest regret that for the first time I was not in a position to guarantee delivery of the grand total of 4,050,000 men then calculated in the Fuebrer's Headquarters for the year 1944. In the presence of the Fuebrer I sumbasized this several times. In the previous years I was able to satisfy the demands, at

times. In the previous years I was able to satisfy the demands, at loast with re and to the number of laborers, but this year I am no longer able to guarantee them in advance. In case I can deliver only a small number, I should be glad if those arriving would be distributed by percentage within the framework of your program. Of course I shall readily agree if I am now told by the Board: You we have to change the program; now this or that is more urgent. It goes without saying that we will satisfy the demands whatever they may be, to the best of our ability, with due read to the war situation. So much about figures!

We have no reason to contast the figures as such, for we ask nothing for ourselves. We are not even able to do anything with the laborers we collect; we only put them at the disposal of industry. I only wish to make some concret statements and ask for your indulgance.

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In-autumn of last year the supply program, incomments it concerns supply from abroad was frustrated to a very great extent; I need not give the reasons in this circle; we have talked enough about them, but I have to state; the ground has been smashed. Foople in France, Islain, and Holland thought that labor was no longer to be directed from these countries to Germany because the work now had to be done within these countries themselves. For months — sometimes I visited these countries twice within a month — I have been called a fool who aspirest all reason travelled around in these countries in order to extract labor. This went so far, I assure you, that all prefectures in France had seneral orders not to satisfy my demands since even the German authorities quarreled over whether or not Sauckel was a fool.

If one's work is smashed in such a way, repair is very very 1759 difficult. Now for the first time I have been reproached by officors stationed in the East, which was very hard on me, that it was the Plenipotentiary for Labor who did not extract enough men from the East during the last year and thus was responsible if now our soldiers had to fight against the same man whom I should have taken away; for these had become an essential part of the Russian divisions. Thus I have been reproached several times by front officers; and I wish to protest here and now. For the Bast last year was berred to me. In large areas I was forbidden to take anything from a riculture. I was told: You don't get any men since we have to organize agriculture here, the Donets area too was barred to me, and I was not allowed to extract anythin. I had to struggle hard for every individual Man whom I wished to extract from the East. Therefore I wish to state expressly here and now that the reproaches made by the front that the men who I did not extract now fight on the side of the enemy are unjust, since I was entirely kept out of these areas. Such was the si-

tuntion at the end of the year.

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At that time I was very much concerned: we discovered a decrurse in the amount of labor employed. Today I am able to roport that we stopped that decrease. According to most accurate statistics, which I had ordered, we have today again including foreign workers and prisoners of war, the same of 29.1 millions which we had in September. But we have added nothing since that 1770 time. Thus we dispatched to the Reich in those two months no nore than 4,500 Frenchmen which amounts to nothing. From Italy only 7,000 civilians arrivod. This, although from 1,12 until today I have had no hour, no Sunday, and no night for myself. I have visited all these countries and traveled through the whole Reich. My work was terribly difficult, but not for the reason that no more workers are to be found. I wish to state expressly, in France and in Italy there are still men palore. The situation in Italy is nothin; but a European scandal, the same amplies to a cortain extent to France. Gentlemen, the French work badly and support themselves at the expense of the work done by the Gorann soldier and laborer, oven at the expense of the German food surply, and the same applies to Italy. I found out during my last stay that the food surply of the northern Italians cannot suffer any comperison with that of the southern Italians. The northern Italians, viz. as for to the south as Rome are so well nourished that they need not work; they are nourished quite difforently from the German nation by their Father in Heaven without havin; to work for their brand. The labor reserves exist but the means of touching them have been smashed.

The most abominable point mode by my adversaries is their claim that no executive had been provided within these areas in order to recruit in a sensible manner the Frenchmen, Delgians, and Italians and to dispatch them to work. Thereupon I even procooded to employ and train a whole batch of French male and fo-

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TRATSLATION OF DOCT INT . C. 2 - 124 contid.

"shangheiing" want hunting for man and made them drunk by using liquor as well as words, in order to dispatch them to Germany. Horsover I charged some able men with founding a special lebor supply executive of our own, and this they did by training and arming with the help of the Higher Samplica Fushrer a number of natives, but I still have to ask the Hunitions Hinistry for grass for the use of these men. For during last year alone several decease of very able labor executive officers have been shot dead. All these means I have to apply, protesque as it sounds, to refute the allegation there was no executive to bring labor to Germany from these countries.

I have to tell you, Field Larshal, after reported inquiry; there is no longer a genuino German direction of labor. I have just issued the well known proclamation which the Fuehrer himsolf had inspired, corrected, and adapted concerning voluntary service. What success this sten will have, I con't know yet; it will be very little. But I shall enlarge this voluntary honorary service. The Funktor wishes it to be administered exclusively by the women's Service. Therefore I shall so tomorrow and see the Women's Service and the Women District Leaders of the Women's Service of Garmany, in order to insist on the most extensive recruitment by the Women's Service of women above the rass of 45 and 50 years. Something will be attained in that way. There are quite bod beginnings in some of the districts. But recruitment must be continuous and uninterrupted, and such things need some time before they run smoothly, Out of the German labor reservoir, howover, 60.000 new laborers have been found in the first two months of the year, and the start As a whole has functioned better than I expected. The grand total so far is 262,000. Of these from the Bast alone there are 112,000. Thus the satisfactory statement can be made that the authorities in charge of what remains of the occurried areas have acknowledged the fact that better results are empected if the available labor is used in Germany than if it is used abroad. The sup ly of these 112,000 new Bastern workers, mainly man, has made it possible for as to hope for the arrival within the first two months of 262,000 workers.

Then some words about the question of women's labor. I have asked one of my assistants to give you later a survey comparing the English regulations on the national service of women with the German ones. It is perfectly correct to state that England, even if we take into account the difference in the total number available, does not use as many of her women as we do. One ou hat to abstain therefore from the reproach which is still made against me, that we didn't enough with remark to the use of women's labor. On January 4th I told the Fuebrar expressly and repeatedly; if he gave me the newer to recruit laborers a la Stalin, I should be able to put at his disposal perhaps a million more women. The Fuebrar brushally and repeatedly refused this. He used the expression that our

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German lon placed slander women could not be compared with the "hurs-stampfeten" (Austrian dillegt term for short-legaed, used in a derogatory sense) and healthy Eussian women. I for my mart also wish to warm a minst setting too much hope on the usefulness of these women. But I wish to ask you to be sure that I am doin everything in order to put to work everybook who is fit for work, as far as I am inle to do within the framework of the Fuch raris purfission, and this by exercisin some soft moral pressure as well. In the same way I have directed all my assistants to examine continuously the results of the action of Japanery of last year concerning the duty to register and to make sure that the labor exchanges continuously find out and only up the women whose children grow beyond the now in question, and the cirls who such the action arow beyond the now in question, and the cirls who such the action arow beyond the now in question, and the cirls who such

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In order to applie me to reach those numbers, two conditions must be fulfilled. First it is indisponently that all authorities which administer the occupied countries must recomize the necessity of fulfilling the domand for labor in the weich. This so for is not the case everywhere. Especially the protected factories in the occumied countries onke my work very difficult. According to reports received within the last days these protected factories ard to a root part filled to emmacity, and still labor is sucked up into those arons. This strop section very much abstracts our dusing to dispatch labor to the weich. I wish to emphasize that I never opposed the use of French labor in factories which had been transferred from Germany to France. I am still sound of mind. and as recently as last summer I charact ir. Hilde readt with an inquiry in France which had the following result: It would be easy to extract from Ereach medium and small factories (80% of all Franch factories are small ant rarises with only 30 - 40 working hours) - 1 million 1 forers for use in the transferred factories. and I million more for dispetch to Germany. To ass I million within France should be quite possible muless the protested fretorius in France artifically suck up the labor completely and unless their maker is continually increased, as happens according to my reports especially in Delains, and unless new entegories of works are continually declared protected, so that finally as labor is left which I may use in Germany. I wish here and now to repeat my thesis: A French workman, if tracted in the right way, does double the a sount of work in Garmany that he would do in France, and he has here twice the value he has in France.

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I want to state clearly and fearlessly: the experienced asset of the idea of protected factories in connection with the labor supply from France in my submission implies a crave danger for the German labor supply. If we cannot cone to the decision that my assistants, together with the armament authorities, are to combout

avery factory, this fountain of labor too in the future will romain blocked for the use of Germany, and in this case the program prosperited to me by the Fushrer may well be frustrated. same applies to Italy. In either country there reenough la over . even onon h skilled workers; only we must have enough course to stup into the French plants. What really happens in Franch, I do not know. That a smaller amount of work is done during enemy operations in France, like in every occupied country, then is done in Germany seems to me evident. If I am to fulfil the demands which you present to me, you must be prepared to series with me and my assistants, that the term "protected factory" is to be restricted in France to what is really necessary and females by reasonable non, and the protected factories are not, as the Frenchmen think, protected against any extraction of labor from them for use in Gurmany. It is indeed very difficult for me to be presented to Pronch byos as a Goman of whom they may say: Samekel is here stopped from acting for German ermanent! The term "protected foctory" monns in France nothing but that the factory is protected nominst Sanckel! This is what the Frenchmon think, and they can-not to bland for it; for they are Frenchmon and before their eyes the Germans dismerse in their ominions and actions. To what degree the creation of protected works is expedient and necessary at all is not for me to decide. I can only state how the effect of creating them touches the work expected to be done by me. On the other hand, I have grounds for homing that I shall be just able to wright le through, first by using my old corns of wants and my labor executive, and secondly by relyin at on the measure which I was lucky show h to succoud in obtaining from the French Government. In a discussion lasting 5-6 hours, I have exerted from M.L. rev... the concession that the death penalty will be threatened for officials undervoring to sabotate the flow of labor smally and corthin other mensures. Islieve me, this was very difficult. It required a hard struct to get this through, But I succeeded and now in France Gormans on int to take really severe measures, in case the French Government does not do so. Don't take it aciss, I and my assistants in fact have sometimes seen things haven in France that I was forced to mak, is there no respect may more in France for the Garman lightenant with his 10 men. For months every word I shoke was countered by the answer: But what do you me a, ir. Gauleiter, you know there is no executive at our disposal; we Tro not able to take action in France! This I have been answered over and ever amin. How, then, an I to reminte the labor say by with respect to France. There is only one solution: The German authorities have to cooperate with each other, and if the Frenchmon despite all their promises do not act, then we Garmans must make an example of one case, and by reason of this law if necessary but Prefect or Burdomaster adminst the wall, if he does not

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1777 comply with the rules; otherwise no Frenchman at all will to dispatched to Germany. During the last quarter the belief in a German victory and in all propagands statements which we were still able to make, has sunk below zero, and today it is still the same. I rether expect the new French ministers, aspecially Henriot, will not ruthlessly; they are very willing and I have a good impression of them. The question is only how for they will be able to impress their will on the subordinated authorities. Such is the situation in France. In Italy the situation is exactly the same, porhous rather worse. We have no executive, we are told, and the Italian nation is morally so how lessly corrupted that only pure force fives any hope for success.

Moreover, I am insulted, and this crieves me most, by the statement that I was responsible for the European partisan anisance. Even German authorities re-roached me thms, although they were the last ones who have the right to make such statements. I wish to protest aminst this Blander, and I can prove that it is not I who is responsible. From the General District of Kiew, and this from the torm itself and the near surroundings I extracted 100.000 men for labor, and in Mow there were no partisons. The Miew district was the quietat of all. In 1942 and 1943 I hardly extracted one man from the Line's District, and was not able to do so, since I was to a great extent barred from this district. The Hinsk district, however, was the chief partis a area, and even a Gamilatter has been murdered there. If there had been no morsures of labor suprly, many more partisons would be in action than there are now; for there would be many more unemployed among the foreign nations. These countries are indeed not able to exist unless they produce the thinks which Europe wants from them, and since the plannin of production for the whole of Jurone is come exclusively and solely by Germay, all these nations are indecated to Germany slone and to nobody else for the fact that they have broad and work. The mo-sures increasing the later surmly for Gormany and the occurried con tries therefore has the effect of divina usoful work to grass of unormloyed was. If this had not been done, the cones would have become portisons. Furthernors, portison worfore has appeared in every Bastern revolution for conturies and Stalin did nothing but incorporate into his strategic plans in masterly way the essistance offered by partisons of the Folish, Thraining, and other areas known from history. Similar considerations, apply to frames. I have been answered that such things never his homenes in France, that it was nothin but a conse-unence of German labor measure that these bands ande their appoarrace there. 's which I can only reply that these who say so obviously for at the whole of France's history, e. a. what happened in the 1870-71 war. Then too franc-tireurs operated in France. Even if there were no labor measures, the En lish would drop arms from

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their planes and would certainly find unsuployed willing to pick them up.

Indeed, we too commit mistakes, this is only human; I only intended to acquaint you, Sir Marshal, with the actual difficulties used by enemy and German authorities alike to oppose the German labor measures. It mass without saying that the ideal solution would consist in transferring the whole of manufacturing in these countries, and, as the saying moss, in bringing the work, to the workers.

"unerous Germon authorities, even such as had no connections with economics and labor sumply, inquired of me, why do you fetch those people to Germany at all. You make trouble for this area and render our existence there more difficult. To which I can only reply, it is my outy to insist on it that labor supply comes from abroad. There is no longer a dorman la or supply. That the latter is exhaused I already proved by my ill-famed manifesto of April of last year. But I am not able to transfer the German soil to France. for can I transfer the German traffic to France nor the German minus. For can I transfer German armament works which still have to release part of their workers, if fit for war service, nor their machines. Here alone 2,500,000 men are in question as has been calculated in the Fuchrer conference. This is the lower of German. workers who do to the front and must do there. I have always been one of those who say: if only energatic measures are applied in fotching labor from "broad, then we want to release in God's name owery ody from ornaments work when we can, in order to strandthen our commanies. The 1st and 7th Armored Divisions are frequently mentioned in the Mar Report. I can only tell you that the number of soldiers killed in battle in some Thuringian villages has surpassed for some time already the rember of soldiers killed in the World Mar, by twice that amount. This I mention in my capacity as Gauleiter. It is for this reason that we have to do our duty. The best Mind of German men, and man in the prime of life, have to do to the front, and Garman women of more than 50 years of age commot replace than. Therefore I have to continue to go to France, Relaims, Holland and Italy, and there will be a time a min when I shall to to Poland and extract workers there as fit and as many of them as 1780 I can got. In this circle I only wish to mrgs that you surped it around that I am not quite the insane fellow I have been said to to during the last quarter of a year. Even the Fuehrer has been told so. It was without saying that just this slander has had the effect that I was mandle to deliver in the last querter at least 13 million workers whom I would have been able to deliver as long now as last year, had the atmospheric conditions been better. It was dow to that "artificial atmospheric screen", that they did not arrive. I am aware that they simily have to arrive this year.

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My duty to the Fuehrer, the Reich Marshal, Minister Smear, and towards you, wentlemen, and to agriculture is apparent, and I shall fulfil it. A start has been made, and as many as 262.000 new workers have arrived, and I hope and an convinced to be able to deliver the bulk of the order. Fow the labor is to be distributed will then have to be decided according to the needs of the whole of German industry, and I shall always be premared to keep the closest contact with you, Gentlemen, and to charge the labor exchanges with intimately collaboration; the district labor exchanges with intimately collaboration; with you, Everything is functioning if such collaboration exists.

H 1 1 c h : I now proceed to the important question where 1798 we will still be able to get granter amounts of laborers from you, and without a doubt the answer is, from abroad. I have askod Mr. Schieber to make a short apparance here in order to dive his opinion on Italy. I hard with your statement, Gaulditor, that it is only the bad or maisation of our work abroad which is responsible for the fact that y a can't do your job. Too many people models in your work. If someone talls you, there is no executive in France and Italy, I consider it on impudence, a foolish and studid lie attered by people who either are unable to think or consciously state on untruth. This kind of person is not interested in diving a clear and load in this respect and in analysing the situation, probably because they are not smart enough. In this way, however, your wor is rendered more difficult or frustatod, and all armament world at the same time. For we have it before our cycs what close relations exist between the situation in the occurried countries and that in the armaments industry. A more foolish rolicy on hardly to conceived. In case the invasion of France begins and succeeds only to a cortain degree, then we shall experience a risin by partisans such as we have never experienced either in the Colkons or in the Bost, not because this would have happened in any case, but only because we made it possible by not dealing with them in the right manner. Four whole are groups have from up in France, non between 18 and 23 years of and, who are therefore at that are when young people moved by patriotism or seduced by other people are ready to do anything which satisfies their personal hatred against us - and of course they hate us. These can on ht to have been called up in and croups and dispatched to Germany; for they present the createst dancer which threatens us in case of invasion. I am firmly convinced and have said so several times; if invasion starts, saletage of all railways, works, and surely bases will be a daily occurence, and then it will be really the case that our forces are no longer awailalls to survey the execution of our orders within the country but they will have to fight at the front, thereby leaving in their

rear the much more dan erous enoug who destroys their communiont-

1900 If one had shown the mailed fist and a clotr expentive intention, a churchyard reace would rein in the rear of the front at the moment the uproar storts. This I have emphasized so frequently but still nothing is happening, I am afraid. For if one intends to start to short at that moment, it will be too late for it; then we have no longer the men at our disposal to kill off the partisons. In the same way, we are aware of the fact that their surely of arms in the west is rather ample since the En lish are drowsing them from planes. I consider it an idiotic statement if you, Gaulaiter, are accused of having made those men into martisans. As soon as you arrive, the men run away to protect themsulves from 'wing sent to Germany. Then they are sway, and since they do not know how to exist, they buthomtically fall into the hands of the partisan leaders; but this is not the fact that your or osite number, the executive is not "le to prevent their eserro. You si mly connot not differently. The main crux of the problem is the fact that your work is made so extremely difficult, and this is why you cannot deliver the 4.050.000 workers. As lon as it is for sible for these ion to get away and not be caught by the empentive, as long as the or are able not to return from larve and not to be found out in the other side, I do not think Party Courade Samphel, that you will have a decisive success through cardoyin: four special corns. The men even then will to whished away unless quite another authority and newer is on the witch, and this o'n only be the army itself. The army alone can express offsetive exactive. If some say they cannot do this wind of work, this is incorrect for vithin France there are Prining Porces at tiouse in every hels and corner town and every place which could all be used for this work, If this would be done in time, the partison laisance would not emerge, just as it would have done in the East if one had only acted in time. Once I had this that at stalin rad, at Terrarog there were them 85,000 mon of the Army, and at the front one lientenant are 6 men were actually available for each as, and they would have been only too and if they had 80-30 for their assistance. In the rear there was a creat mass of mon who had a treated in time and suntted form in the villages, and who now your availants actains for fighting at the front nor for fi btind the particone, I op aware that I am

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141

placing myself in opposition to my own side, but I have seen such things happen everywhere, and can find no remedy but that the army should assert itself ruthlessly. You, dealsiter Sauckel, the Beich Marshal, and the Central Planning Joard outht to report on this question to the Fuehrer, and then he outht to decide at the same time on the duties of the bilitary Commanders. There outht to be orders of such lucidity that they could not be misunderstood, and it is then that things will be in order. It never can be too late to do so, but these duties and this work will be more difficult to perform with every passing day. The same avalues to Italy as well

1803 S c h i e h a r : The Gruleiter some time and discussed this question in datail with General Loiers, and they succeeded in reaching write a comprehensive a treament. In my opinion there are still a considerable number of people in Italy who could be extracted there, usmodially if it is nossible, which is not for no to ducide, to increase fastly the method, so much recommended 'y your collaborators of transferring whole firms. It was only a few days and that 200 to 400 men were transferred together with very little difficulty. I am favoring this method specially for the reason that in my ominion it will min in the bad any tendency to take to the woods and to become partisans. Where the Floripotentiary for Labor transfers the entire personnel of a firm, this mersonnel is boing transferred as an entity; this also prosurposes the existence of some human solicarity between the menhers of that antity. The Galliter will meet even more difficulties in the transfer of these lighters than he has to evercome in France because the Italians have extraordinarily strong family tios. We notice this fact more all the time. One has to most those difficulties half-way. On the whole we of the production branch in Italy are unite agreeable to extract laborers from Italy. Our collaboration with your offices is functioning without friction. We attach special importance to our desire that those workers for whom we no londer have work in Italy, on ht not to be left to losf about for too long, but ought to be countit and sent to Germany. Outside the protected factories, to:, there still remains in Italy a relatively wast reservoir of inder, and if this reservoir is drawn upon in the way arranged by the Flonipotentiary for Labor by the people from the armanate authority, and by our special commissioner, if aspecially the problem of transfer of we as is solved, I consider the transfer of a mice a count of labor from Italy as win ; quite possible. I

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TRANSMATION OF DOCUMENT FO. E - 134 contid.

should be alad, however, if right from the beginning any discresions by offices concerned or not concerned with it, about the appsible consequences of the action should be prohibited; such a discussion could only disturb the peaceful development of production in Italy."

1811 3 n n c k a 1 : I wish to insist on combina out the protected factories in the future also, for the protected

TRANSLATION OF DOCUMENT No. R = 194 =

factoris are working like a suction pump. Since it is known everywhere in Italy and France that every worker if he works in a protected factory is working like a suction pump and that it is known everywhere in Italy and France that every worker if he works in a protected factories are protected against any attempt of minetho extract him, it is only too natural that the nen are pouring into such factories. How difficult my task becomes thereby is proved by the following fact. I intended to extract from Italy a million workers within the quarter ending May 30th. Hardly 7.000 arrived in the two months which expired as far. This is indeed the difficulty. The majority go to protected factories, and only the chaff remain, for my purpose, to be send to Germany.

At least I hope to accomplish that with regard to larger enterprises as the number of rotected factories is restricted in Italy, i.e. the number of protected factories will not be further increased. 1813 Sauchel: This indeed is the decisive question, the one we are dealin with now. If helf of the program for 4 million workers to be brought to Germany (this means 2 million) cannot be fulfilled, the employment of labor in Germany will fall of this year. The more useful workers, however, are in France, and of course in Italy too, onployed in the protected factories. Therefore if I cannot to touch the protected for tories which are situated in these countries, it will have this effect namely, that the less valuable workers instead of the more valuable type will arrive in Germany. And here we have to ponder about what is in fact more important and expedient. If we give up using these people in Germany, where we effectively controll the factories and where, moreover, we maintrain a different labor discipline and reach better lober results then in France proper, then we give up the valuable kind, and as a result I shall only be able to transport to Garmany the less valuable kind of people who still can be found. or the streets of France or Itely, people like writers, heirdressors; small folk from toiler shops etc.

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M i 1 c h : What is the percentage of protected factories in Italy compared with the whole of Italian labor.

S c h i a b e.r : I think, 14: but I have not got the firures here.

M i 1 c h : Would not the followin method be better ? We could take under German administration the entire food supply for the Itelians and tell them only he who works, either in a protected fratory or goes to Germany, receive food.

S a u c k a 1 : Certainly, the French worker in Frence is better mourished then the German worker is in Germany and the Italian worker likewise, oven if he does not work at all. He isbetter nourished in the part of Italy occupied by us then if he works in Germany. This is why I asked the German food authorities over and over again to improve also the food condition of the German workers by intoducing the "factory sandwich".

When I em in Foris of course I go to Maxim's. There one can experience miracles of nourishment under the impression that only very rich men, who car afford to dat at Maxims, were well provided for I sent my assistents to the Paris suburbs, to visit the esteminents and lunch restaurants and was told that the Frenchmen who eat there did not feel the shortage caused by the war to any degree comparable with what our nation has to experience. The average French citizen too can still buy everything he wishes

(Interruption: This is still more as in small places)
Yes. moreover, the Frenchmen can pay for what he can get. Therefore
he has no reason for wishing to go to Germany in order to get better food.
This unfortunately is the case.

M i l c h : Is there nothing we can do ? True, we night not be able to control the distribution to the custemer, but we ought to be able to intervene at an earlier stage of distribution.

Koerner: We have requested from France really immense amounts of food; these requests have always bean fulfilled; often after some pressure, but they have been fulfilled.

Milch: But there is a simple remedy; let us cease supplying the troops from Germany, but tell them to provide the food for themselves from France. Then in a few weeks they will have everything eaten up, and then we can start distributing the food to the Frenchman.

Koerner: In France there still is for the time a being a rationing system. The Frenchman had his ration card on which he receives the minimum. The rest he provides in other ways, partly by receiving food parcels which we cannot touch at all. Every year we increased our food demands to the French Government who always satisfied them, though very frequently yielding to pressure, and in proportion to the harvest results, were they good or bad. In Italy the situation is, that food is not rationed at all. The Italians can buy and eat what he wants, and since an Italian has always money and don't in the black market, he is in a much better situation then our German workers who practically has nothing but what he gots on his card.

M ilch: But don't we even send food to Italy ?

K o e r n e r : Me are exchanging certain goods.

Sauckel: Moreover we are now at the point that the families of French and Italian workers are no longer in a better position owing to the mone; transfer, if their brand - winning members are working in Germany than if they remain abread; now nothing remains to induce them to go to Germany.

1824

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M i 1 c h : And the second question is this: Will it be possible at all to catch and transfer the 80, who are not employed in protected factories considering the lack of a so - called executive and divergence of opinions with regard to that problem. Would you be in a position with

the political and organization conditions in France being what they are to transfer as much as bout. 10 - 15 who are the most valuable out of this 50%.

Sauckel: I simply have to extract them

1825

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Milch : But are you able to ?

Smuckel : Today I can't promise envthing. Today I can only

do my duty.

Milch: What I mean is, whether or not all your attempts get this 80, must necessarily fail, by reason of the several adverse facts: first that there is nothing which could induce the men to go to Germany; secondly, that the men expect Germany to be defeated within a measurable space of time; thirdly, that they aling to their family and country; forth, that they are work - shy anyway, since they are able to exist without working for their bread and anyway look upon this time as a transitional stage which they will be able to survive. And on our side the fact that the Army does not asist you, and that the German authorities disagree with each other, which fact the Frenchman ably use for their advantage.

Sauchel: This is no longer correct since my last visit. All German authorities, the Militar Commander, Field Marshal Bundstedt, Field Marshal Sperrle assistedt my task with fervor.

It is how the impression might be created that the measures taken by Minister Speer had been unclear or unreasonable, and I do wish to prevent this from Happening. Seen from our viewpoint the situation is as follows: By to the beginning of 1943 manufacturing for the use of Germany was done in France only to a relatively modest extent, since generally only such work was transferred for which German capacity did not suffice; these were some few individual products, and moreover some basic industries. During she this time a real number of Frenchmen were recruited and voluntarily went to Germany.

(Sauc'tel: Fot only voluntarily, some were recruited forcibly.)

The celling-up storted after the recruitment did no longer yield enough results.

Sauckel: Out of the 5 million foreign workers who arrived in Germany, not even 200,000 come voluntarily.

1826

Kehrl: Let us forget for the moment whether or not some slight pressure was used. Formally, at least, they were volunteers. After this recruitment did no longer yield satisfactory results, we started calling-up according to age groups, and with regard to the first age group the success was rather good. Up to 80 % of the age group were caught and sent to Germany, This started about June of last year. Following developments in the Pussial war and the hopes raised thereby in the

Western nations, the results of this calling-up of age groups become considerably worse, as can be proved by the figures notes, vis, the ner tried to dodge this call-up for transport to Germany, partly by six I not registering at all, partly by not arriving for the transport or by leaving the transport in its way. When they found out through these first attempts that the German executive either was not able, or was not willing to catsch these shirkers and either to imprison them or to take them forcibly to German, the rendiness to abey call-ups sank to a minimum. Therefore relatively small percentages were cought in the individual countries. On the other hand, these men moved by the fear that the German executive might after all be able to catsch them, did not enter French, Belgian, or Dutch factories, but took to the mountains where they found company and assistance from the small partisian groups existing there.

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Stenographic report of the

58 th discussion

of the

Central Planning

Subject: corl

on Thursday, 25 May 1944, 1600 hours Berlin, Pariser Platz 4

Dr. Koppert/Lm. 25.5.44.

Extract from page 1465, line 19:

Pleiger: Will you please look at the diagram no. 3, it shows the whole personnel in the pit-coal mines. There you can see at what time we began using foreign labor. That was at the end of 1941. Furthermore, you can see how, consequently, the use of German labor declined and the share of the eastern workers and the Bussian Ps/W rose. On the toy is added a further large proportion of Italians. But if you take the next diagram on the number of scheduled personnel and the number of actual personnel you can see clearly how steeply the curve drops; the same with lighte. It would be necessary to find here some means of imprevement. If you note that 800,000 Bussians Ps/M are working at places in Germany where Italians could be used just as well, it would be possible to transfer from among those 800,000 Ps/W about 150 - 320,000 people to the mines. Italians are of no use in the mines; the Italians cannot stand it, they are physically not strong enough, it won't even

work if strong orn methods are used. The Emseions, however, are fewloping emcellently, porticularly if they are fed in a way. In any a se
such a solution should be tried. If the situation in the Nest deteriorates
if we can do no more in Belgium and the North of France we shall be
able to come over the difficulties in Lorraine and Euxembourg only be
a very big increase in the direction of labor to the Ruhr region.

Kehrl: I believe there are 2 possibilities to solve the difficulties. Contrary to Pleigar, I believe that we cannot do entirely without the Itelians, and especially because we can produce trained Italian miners. We have stopped practically all mining in central Italy because we have no transportation for the material anyhow. As far as the Italians there who worked as miners are concerned, they should be transferred and used sensibly in our mining industry, because the physical strain in Germany is not substantially different from that in Italy. We could free at least 20,000 miners. Perhaps one could adjust the proportion between lignite and pit-coal by transferring miners accordingly. Of course, we would then have to x-ray the Ps/W. By an exchange system something could be achieved.

Page 1458, Line 4:

<u>Kehrl:</u> Will you please look at page 29 of the report. You can see from it how the reduction which represents a considerable amount, has been worked out. The reductions are: among the Germans 4 1/2 5, among the foreigners 5 5, and among the recruited.

Pleiger: Those are Bulgarians, Euggarians, Belgians, etc. They do not stry put as a matter of course. It is impossible to make them stry.

Kehrl: They go every their time expires. Among the eastern Ps/W workers one rackons with a loss of 20 % of the total, among Immi (?) with a 40 % loss.

Pleiger: Among the eastern workers the loss has increased so much because we received these people from the land. They were with farmers before they were sent to the mines. Then they came from the farmers each of them had a mackage containing sausage, becomend bread, etc. In this way the farmers thought they would return to them. In fact, the result was staggering in favor of agriculture. The people simply cannot be kept in the mines in the long run. If they have once been on the land, they leave us again. This tendency is to be noted all along the line, in the lahr even more than in the Upper Silesian region.

Robland: Is there no possibility of sending all foreign functives to educational camps for 2-3 months? About 30 to 40,000 people per month would be involved. These are quite considerable figures. The result of the education is plantastic. I have the firm conviction that these people could be used in the mines.

Speer: We shall consider that later.

TRAISLATION OF DOCUMENT NO. R - 124 COLT'D

Page 1481, line 13:_

Speer: How, the labor problem in Germany. I believe it is still possible to transfer some from the western territories. The Ruchrer stated only recently he vishes to dissolve these foreign volunteers as he had the impression that the army groups were carting around with them a lot of ballast. Therefore, if we cannot settle this natter purselves, we shall have to call a meeting with the Fuebrer to clear up the pool situation. Kaitel and Zeitzler will be invited to attend in order to determine the number of Russians from the rear army territories who can be sent to us. However, I see another possibility; we might organize another drive to screen out workers for the mines from the Russian Ps/W in the Reich. But this possibility is none too promising.

Page 1483, line 20:

Spear: We have to come to an arrangement with the Laichefuehrer SS as soon as possible so that Ps/W he picks up are made available for our pumposes. The Laichefuehrer SS gets from 30 to 40,000 men per month. First of all, they have to be divided up. From what classes do these people come, anyhow? There certainly is a certain percentage of minors smong these people who are picked up. These few thousand men have to go to the mines automatically. Certainly, some educational work has to be done. The men should be put into the factories as convicts. But they have to return to the factories where they were before, Furthermore, we could perhaps bring the people from agriculture to the mines. A great number leave, and the people do not go to the mines, but go home.

Dr. Jacni-ke/

Secret

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State Secret

36th Conference

of the

Central Planning

concerning: Flan for 1943/44 regarding coal economy, on Thursday, 22 April 1943, 1550 hours at the Festival Hall at the Zoo, Jebane

Prze 2106, line 15:

Polich Main Committee 5 Vischer Street Cracow

Cracow, 17th May 1944

To the Administration of the General Government, Main Department Home Administration, Dept. Population and Wolfare.

Cracow

13 University Street.

No. Pa 1/724 6699/44

Subject: Situation of the Polish Workers in the Reich

The conditions of life for about 2 millions of Polish male and female workers in the Reich have given rise to difficulties which are to a large extent lowering the will and the powers to work of many workers, endangering their health and even their lives, and also having a strong influence on the situation of their families within the General Government, thus even directly affecting the sphere of our own work.

These bad conditions are felt especially by those groups of workers who have been assigned for work in factories and have been lodged in large camps. With regard to workers on the land they only occur for individual cases which are easly dealt with The conditions have become worse since whole families often with many children were brought into the Reich and, defenceless and unprotected against the cutrages of Ukrainian marder gangs, were placed in camps for Eastern workers.

The samitary and moral effect of the bad conditions is for us too far reaching to be considered with indifference; we beg therefore to draw attention to them and to ask to consider the elimination of these bad conditions.

They concern housing, feeding clothing, care of children and their education, senitary conditions, and finally separation of families.

Original Page 2

Question of housing

First consideration is due to the situation of families who have been inducted into camps for Eastern workers, together with numerous younger and older children Once arrived in they have been deprived of any liberty of movement and are



TRANSLATION OF DOCUMENT R- 103 OFFICE OF U.S. CHIEF OF COUNSEL (CONT'D)

being treated as prisoners without any rights. The privileges of voluntary workers, which are due to them, are not granted. Nobody is asked what work he is sited for. Lend workers are assigned to factories where they are unused to the work and unable to accomplish as much as they could on the land... Husband, wife and older children are called to work in factories the younger children remain without due supervision in the camp areas, behind barbed wire, without any opportunities of exercising in the open air and not subject to any discipline.

The cleanliness of many overcrowded camp rooms is contrary to the most elementary requirements. Often there is no opportunity to obtain warm water for weshing, therefore the cleanest parents are unable to maintain even the most primitive standard of hygiene for their children of often even to wash their only set of linen. A consequence of this is the spreading of scabies which cannot be eridicated.

(Next three paragraphs irrelevant.)

Original in page 3

Help in Feeding.

We receive imploring letters from the camps of Eastern workers and their prolific families beseeching us for food. The quantity and quality of camps rations mentioned therein - the so-called fourth grade of rations - is absolutely insufficient to maintain the energies spent in heavy work. 3,5 kg of broad weekly and a thin soup at lunch time, cooked with swedes or other vegetables without any meat or fat, with a magner addition of potatoes now and then is a banger rations for a heavy worker.

Sometimes punishment consist of starvation which is inflicted e.g. for refusal to wear the badge "Fast". Such punishment has the result that workers faint at work - (Klostertich Camp, Grünheim, Samony) - The consequence is complete exhaustion, an alling state of health and tuberculosis. The spreading of tuberculos is among the Polish factory workers is a result of the deficient food rations meted out in the community camps because energy spent in heavy work cannot be replaced.

(Next paragraph irrelevant).

The food and bread fixed for Polish children in the calps are by no means sufficient for building up the substance for growing and developing their organism. In some cases children up to the age of 10 and more are alloted 200 gr. of bread weekly, 200 gr. of butter or margarine and 250 gr. of sugar monthly and nothing also - (Zeititz near Furzen, Saxony).

Prices in the open market are far too high. The call for help which reaches us, brings to light starvation and hunger, severestough and intestinal trouble especially in the case of children resulting from the insufficiency of food which does not take into consideration the needs of children. Proper medical treatment or care for the sick are not available in the mass camps.

Original in page 4

Question of Clothing.

(Describes in some detail the general lack of clothing and of replacement of worn clothing.)

TRANSLATION OF DOCUMENT R - 103 OFFICE OF U.S. CHIEF OF COUNSEL (CONT'D)

Original page 5 Care of Children

In addition to these bad conditions, there is lack of systematic occupation for and supervision og these hosts of children which affects the life of prolofoc families in the camps. The children, left to themselves without schooling or religious care, must run wild and grow up illiterate. Idleness in rough surroundings may and will create unwanted results in these children. (Suggestions f-ollow to remedy the situation.) An indication of the awful conditions this may lead to, is give by the fact that in the camps for Eastern workers - (camp for Eastern workers "Waldlust", Post Office Lauf, Pegnitz) there are cases of 8 years old delicate and under nourished children put to forced labor and perishing from such treatment.....

Sanitary Treatment.

The fact that these bad conditions dangerously affect the state of health and the vitality of the workers is proved by many cases of tuberculosis found in very young people returning from the Reich to the General Government as unfit for work. Their state of health is usually so bad that recovery is out of the question.

The reason is that a state of exhaustion resulting from overwork an-d a starvation diet is not recognized as an ailuent until the illness betrays itself by high fever and fainting spells.

Although some hostels for unfit workers have been provided as a precautionary measure, one can only go there when recovery may no longer be expected - (Neumarkt in Bavaria). Even there the incurables waste away slowly, and nothing is done even to alleviate the state of the sick by suitable food and mediciness Original p. 6. There are children there with tuberculosis whose cure would not be hopeless, and men in their prime who, if sent home in time to their families in rural districts; might still be able to recover.

Leave for Sick Persons and for Recreation.

Irrelevant.

Protection of the Community of Families-

"Grave depression is caused among the Eastern workers by the ordinance forbidding marriage among them within the borders of the Reich."..... (Partly irrelevant) No less suffering is caused by the separation of families when wives and mothers of small children are torn away from their families and sent to the Reich for forced labor.

There are also fathers who occasionally volunteered for labor Original p.7 and who have already been working for four years in the Reich, without ever getting any leave, from whom their own children have been alienated because of their long absence, who often do not even know their own children born after their departure, because they have had no opportunity of visiting their families on leave.....

Next two paragraphs irrelevant.

TRANSLATION OF DOCUMENT R - 103 OFFICE OF U.S. CHIEF OF COUNSEL (CONT'D)

Religious Care.

If under these bad conditions there is no moral support such as is normally provided by regular family life, then at least such moral support which the religious of the Polish population require should be maintained and increased. The elmination of religious services, religious practice and religious care from the life of the Polosh workers, the prohibition of church attendance at a time when there is a religious service for other people and other measures show a certain contempt for the influence of religious on the feelings and opinions of the workers.

(The remainder is irrelevant.)

(signed) The Polish Central Committee

name illegible President

OF DOCUMENT NO R - 103

18 November 1945

I, ENID M. STANDRING, P/O, 52012, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document R-103.

ENID M. STANDRING P/O 52012 1934 REICHSGESETZBLATT, PART I, PAGE 45

Law Regulating National Labor of January 1934

Gesetz zur Ordnung der Nationalen Arbeit. vom 20. Januar 1934.

The Government of the Reich has decided to enact the following law which is hereby made public:

SECTION I

The Leager of the factory and the board of trustees.

Paragraph 1.

The enterpriser works in the factory as leader of the enterprise together with the employees and the workers who constitute his followers for the furtherance of the aims of the plant and for the common benefit of people and state.

Paragraph 2.

- (1) The leader of the plant makes the decisions for the employees and laborers in all matters concerning the enterprise, as far as they are regulated by this law.
- (2) He is responsible for the well-being of the employees and laborers. The employees and laborers owe him faithfulness according to the principles of the factory community.

Paragraph 3.

- (1) In the case of legal persons and personal groups the legal representatives will be the leaders of the enterprises.
- (2) The enterpriser or in the case of legal persons or personal groups, the legal representatives can appoint a person who participates in the management of the enterprise in a responsible capacity as their deputy. This must be done if they do not direct the plant themselves. In matters of lesser importance they can also appoint another person.
- (3) Should the court of honor legally deprive the leader of the enterprise of his qualifications to be a leader, then a new enterpriser must be appointed.

Paragraph 4.

(1) Administrations are also considered as enterprises in the sense of this law.

- (2) Subordinate enterprises and parts of the enterprise which are connected with the main enterprise through common direction will only be considered as independent enterprises if they are situated far away from the main enterprise.
- (3) The regulations of this low, with the exception of paragraph 32 and 33, do not apply to Ships, Inland navigation and Air-transport and their crews.

Paragraph 5.

- (1) Trustees recruited from the employees and laborers act in an advisory capacity to the leader of an enterprise with, in the rule, at least 20 employees. They constitute with the leader and under his derection the board of trustees of the enterprise.
- (2) To the employees and laborers in the sense of the regulations concerning the board of trustees belong also the persons who do piece work at home, who work mainly for the same enterprise either alone or with their families.

Paragraph 6.

- (1) It is the duty of the board of trustees to increase the mutual confidence within the enterprise-community.
- (2) It is the task of the board of trustees to discuss all measures concerning the improvement of the output, the form and execution of the general labor conditions, especially the enterprise regulations, the execution and the improvement of enterprise-protection, the strengthening of the ties between the nembers of the enterprise among themselves and toward the enterprise as well as the welfare of all the members of the community. It is furthermore their task to liquidate all quarrels within the enterprise-community. They must also be heard prior to the determination of punishment for violation of the plant-rules.
- (3) The board of trustees can charge certain trustees with the execution of certain of its tasks.

Paragraph 7.

(1) The number of trustees is as follows:

in	enterprises	with	20- 49	employees	 2
"	The state of the s	11	50- 99		 3
**		11	100-199		 2.4
11		**	200-300	tr .	15

- (2) These numbers are increased by one trustee for each 300 supplementary employees until they reach the maximum of ten trustees.
- (3) The same number of representatives has to be designated.

- (2) Subordinate enterprises and parts of the enterprise which are connected with the main enterprise through common direction will only be considered as independent enterprises if they are situated far away from the main enterprise.
- (3) The regulations of this law, with the exception of paragraph 32 and 33, do not apply to Ships, Inland navigation and Air-transport and their crews.

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- (3) The board of trustees can charge certain trustees with the execution of certain of its tasks.

Paragraph 7.

(1) The number of trustees is as follows:

in	enterprises	with	20- 49	employees	 2
**		***	50- 99		 -
**			100-199	n n	 1000
11	#	11	200-399	10	100

- (2) These numbers are increased by one trustee for each 300 supplementary employees until they reach the maximum of ten trustees.
- (3) The same number of representatives has to be designated.

- (4) Employees, workers and those who do piece work at home are to be considered in the choice of trustees.
 - The Chancellor of the Reich Adolf Hitler

* interior

- The Reich Minister of Labor Franz Seldte
- The Reich minister of Economic Affairs br. Schmitt
- The Reich minister of Justice Lr. Guertner
- The Reich Minister of Finance Graf Schwerin von Arosigk
- The Reich minister of Interior Frick

Of Locument No 1861-PS

17 November 1945

I, willard EVANS Salbwork, Lt (jg) USNR, 391590, hereby certify that I am thoroughly conversant with the English, French and German languages; and that the attached is a true and correct translation of Document No 1861-PS.

WILLIAM EVANS SKIDMORE Lt (jg) USNR 391590 Excerpts from the Law and Commentaries on "Law Concerning the Regulation of Pational Labor"

Published by Dr. Alfred Huech, Dr. Hans Carl Fingerday, Dr. Rolf Dietz. C.H. Back Edition, Funish and Berlin, 1939, Third Edition.

- Page 1, Par. 1: The entrepreneur works in the plant as plant leader
 together with his employees and workers who constitute
 his personnel for the furtherance of the plant's
 interests and for the common benefit of the nation and
 state.
- Fage 1, Pai.2: The leader of the plant rakes the decisions for his employees in all matters concerning the plant, insefar as they are regulated by this law, he is responsible for the welfare of his employees. his employees, on the other hand, owe him a loyalty derived from the plant community concept.
- Fage 1, Par. 3: (1) In the case of juristic persons and corporations,
 the plant's depresentative will be the plant leader.

 (2) The entrepreneur, or the legal representative in
 the case of juristic persons and corporations, can
 appoint a person as their deputy, provided he is a person
 who participates in the management of the enterprise in a
 responsible capacity. This must be consist they do not
 direct the plant themselves.
- Page 1, Par. 4: (1) Administrative offices are to be treated as plants within the meaning of this law.
- Page 1, Par. 5: (1) In plants having twenty or more employees, trustees should be recruited from the employees to act in an advisory capacity to the plant leader. With the leader, and

TRANSLATION OF DOCUMENT 1861(A) I IS OFFICE OF CHIEF OF CONSEL FOR WAR COLLES

under his direction, they constitute the board of trustees of the plant.

THANSLATION OF DOCUMENT 1861 (A) - PS OFFICE OF C. IDF OF COURSEL FOR WAR CLIES

Page 4, Par. 17: Where several plants, joined together economically,
technically or by their purpose, are owned or controlled
by one entrepreneur, then he, or if he himself does not
manage the enterprise, the leader of the enterprise
appointed by him must call in an advisory council composed
of trustees from the individual plants to advise him on
social matters.

Page 9, Par. 36: Gross violations of social honor.

- (1) Gross violations of social obligations based upon the plant-community concept are punished by honor courts as offenses against the social honor. Such offenses occur when
- 1) entropreneurs, plant leaders, or other supervisory persons, misuse their authority, maliciously exploit the working capacity of the personnel (followers) or offend their honor

The following are the authors' commentaries on the Law Concerning the Legulation of Mational Labor.

Page 21, Par. 1: The basic legal concents not only of this law but of the Labor Law of the New Reich are here expressed.

(2) The introduction of the leadership principle into
the plant and thus to the labor law in general, elimination
of all impersonal relationships. Instead, individuals,
the plant leader, the Leich Trustee of Labor received
full authority and at the same time were charged with
the total personal responsibility.

PRAISLATION OF DOCUMENT 1861 (A) - PS OFFICE OF CHIEF OF COUNSEL FOR MAR CALLES

Page 23, Par. 1: (6) The plant community consists of the plant leader and the workers. As a matter of principle, the entropreneur is the plant leader only when he performs the duties of a leader in the plant. If he only manages the entertrise and is not active in the plant, he does not below to the plant-community. In this case he must appoint a deputy as plant leader.

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Page 25, Par.1: The entrepeneur may at any time modify or rescind the decisions of the plant leader. We can remove the plant leader and appoint another who complies more with his instructions. We can also take symp the leadership himself and annul the leader's decision.

As the natural plant leader the entrepreneur is always the potential leader and can at any time transform his potential leadership into actual leadership by taking over the leadership of the plant.

Page 43, Par.2: (c) Obligation of the plant leader to comply with the orders of the entrepreneur. The plant leader's obligation to comply with the orders of the entrepreneur is not inconsistent with the extensive authority he exercises over the workers.

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Page 45, Par.2: (c)..... responsibility of the plant leader for the wolfare of the workers. This responsibility concerning the welfare of the workers is based, as is each other responsibility of the leader of the plant, upon his position in the plant community. The plant leader has the duty of seeing to it that the entrepreneur fulfills his contractual obligations. We must concern himself with the welfare of the workers, especially seeing to it that the basic requirements of their existence are secured. Even the entrepreneur who is not a nomber of the plant community is responsible for the welfare of the workers. Although he is not a member, he stands in such a close connection to it

that he influences it not only indirectly through directives to the plant loader, but also directly by decreeing enterprise-wide plant regulations (par.5 of 17 DVO), also by the appointment of the plant loader, and above all by compliance or non-compliance with his contractual duties.

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The degree of responsibility of the plant leader for the welfare of the workers is defined by the degree of authority he exercises over them. And as his authority in concerned with all plant problems, every decision must be made keeping in mind the welfare of the workers.

Page 55, Par. 2: (b) The entrepreneur's responsibility to care for his workers determines, in an ultimate sense, the extent of his oblications. From it direct claim may be derived. The extent of this responsibility cannot be defined in the abstract. The extent of the care given and loyalty awad is to be determined concretely in each individual case.

Especially the needs of those are relevant who have to be cared for or to whom loyalty is owed.

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Sub-lar. 4 to the dejuty plant leader but also the duty of the entrepreneur. He must not check every decision of the plant leader, but he has to call the letter's attention to faulty ones and to risk their recision.

TRINGLATION OF DOCUMENT NO. 1861(A)-PS OFFICE OF CHIEF OF COUNSEL FOR THE CALLED CONT'D

- Page 25, Par. 3: (3) The appointment of the deputy plant leader is made by the entrepreneur.
- Page 85, For, 3: (4) The entrepreneur may remove the deputy plant leader at any time....

 This right of removal at any time is based for the entry reneur or the plant leader upon the fact that even if he is not responsible for each decision of the plant leader appointed by him or the deputy plant leader, he is responsible for their appointment and retention. He cannot legally resign his right to remove the plant leader.

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CENTIFIC TE OF THE SENTION

I, JAN H. FRIEDLENDER, 20067, hereby certify that I am thoroughly conversant with the English and German language, and that the above is a true and correct translation of Document No. 1861 (A) - PS.

J.M H. FRIEDLENDER, 20067

(page 1 of the original)

Affidavit

I, Dr. Ferner Pensfeld, born on 12 December 1893 in Uchte, Province of Hannover, Ministerial Director and chief of Main Division III of the weich Mabor Ministry until February 1942, residing in Halle-Saale Pansfelderstrasse 52, having been advised of the penalty of a false statement, state under oath the following:

I have taken an important part in the preparation and the draft of the Law for the Regulation of National Labor (AOC). I am therefore fully acquainted with all the terms of this law and with the intentions of the legislature, all the more so since I was also engaged in the scientific interpretation of the law. My commentary on the law was published in two editions of approximately 40,000 copies and my pocket edition of the same law, with notes, was published as far as I remember in three editions of approximately 15,000 copies. Three hundred thousand terms copies of the comprehensive preface of the commentary, which deals mainly with the basic ideas of the law were circulated under the title "The Meahin, of the Law for the legulation of Lational Labor" and, in addition, translations into the English, French, and Spanish languages were published.

after the "seizure of power" in 1933 and after the dissolution of trade unions initiated on 1 May the new State government had to create an entirely new labor law. Mainly to solve this task I was called into the Ministry in May 1933. Meratofore the relations between employers and workers in plants were based upon collective agreements between employers or employers' associations on one hand and the trade unions, as representatives of organized labor, on the other hand. These agreements (Tarifvertrage - wage contracts) contained stillulations as to working conditions and mutual rights and duties arising from the work contract, binding employer and employee alike. Accordingly, the employee furnished his working power, while

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the employer was obligated to grant the stipulated income, vacation and various additional payments.

(page 2 of the original)

The wayer were fixed either by work time or, in case of piece work co to ote, according to kind and values of output. The service was set up by a special work contract, that is, by mutual agreement, orking in the plant alone without an agreement of both parties could never be the basis for the mutual obligations.

When, by an act of force of the Farty, the unions were dissolved without being replaced by any similar organizations, the Garman Labor Front, as is well known, comprised both employers and employees and therefore, could never represent the interests of the labor group alone—the organizations horsetofore entitled to bergein collectively were eliminated. Thus, also, the entire basis of the labor law in force up to then was destroyed. Also, the hitherto existing so-called constitution of labor—constitution of the plant—laid down in the former law concerning shop committees did not fit into the new times. It was based on the idea of plant descarcey and the elected representatives of the exployees were examted extensive arrivileges of taking part is deciding social walfers matters, which were incompatible with the customer principle, the basis of the antional Socialist program.

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The AOT was maint to overcome the expendich was temporarily covered by provisional rejulations. That is, it was to reformulate the establishment of labor so ditions and, above all, to put into To that end-estide from the already mantioned necessity—effect the susher principle in industry, the all important field of employer-employee relations was chosen on purpose. The Fuchrer principle in other opheres of according was repliced only much later in the Corporation Lew, which granted the board of directors of a stock company and especially the chairmen for reaching powers and, thereby, a similar tendency may be noted also in the field of social welfare, so to speak, separated the idea of the employer from the ownership of the plant. The basic idea of the new labor law was

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(page 2 of the original cont'd.)

that only one man in the plant—the plant manager—could give orders binding the employees, decide the workers' fate, determine conditions and assume responsibility for the plant management,

(page 3 of the original)

in other words,

the anterprensur, i.e., the men who is charged with operating the enterprise as such. The realization of this principle, which naturally branks to a great extent with the principles of democratic management, involves the bestowal of widest powers of rotion upon the enterpreneur. If such powers were to be justified at all, the belence had to be restored by on increased resionability towards employees. The relation of the employer to the employees could no longer be confined to the rights and obligations laid down in work contracts or collective agreements . On the contrary increased powers of the employer could be justified only, if he put under the obligation to take an interest corresponding to his powers, in the welfers of the persons entrusted to his leadership. The application of the Fushrer principle to the extent indicated, therefore, necessarily lead to a fundamental change in relationships between employer of angloyee and changing from a parally contractural relationship to a relationship in which personal rights - 2 duties of the wreen are dictated by the conditions of the community. Eumen relations, for arccedin, all contractural egreements in its rate, came into the fore round. The employer had not only to pay wages and grant vacations, atc., but he also had to secure fundamental conditions of existance for the workers entrusted in his care. Furthermore, the employer's limbility for the social welfare of workers was not only a moral obligation but constituted the basis of claims to rights which could be enforced, as the Leich Labour Court has explained and extended in its permanent jurisdiction. The employer hisself was primarily liable for the social welfare of the workers. If, however, he was not in the plant himself and was therefore represented

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(page 3 of the original cont'd.)

by a manager, he was responsible for the selection and retention of the manager, and thereby indirectly liable. The change from a contractural relationship involving duties to "staff relationship" involving personal rights also led to the relation, which made maintenance a duty, being founded by neeforth not on a works contract but in the common work directed to schieve the goal set by the contract.

At exployer in the sense of the Low for the Legulation of Labor is the person or group of persons who determines the economic aim of the business and supplies the technical means necessary for the achievement of that aim.

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The employer in cortal enterprises is therefore always the highest authority which ultimately—in whetever form it may not—determines the fate of the industry. The legal representation of the employer is usually undertaken by juristic person. If, however, the legal person is merely a cover for an individual or individuals who in fact determine the economic aims of the industry and operate its technical means, the person or persons in question are employers. Thus, depending upon the extent of their powers, they are respectively for the core of the workers entrusted to them.

The Law for the -equilation of Labor had the force of law in Germany. Commenteries on it were used by every enterprise. The Germany Labor Front took care of this hadistributing its directives and circulars, to which all firms were oblided to subscribe.

I have carefully read through all four pages of this efficavit, countersigned all necessary corrections with my initials, signed each page with my own hand, and hereby declare that my affidavit contains rothing but the truth and that it is given to the best of my knowledge and belief, freely and without compulsion.

Berlin, 7 May 1947

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(signed) Werner Mansfeld

CERTIFICATE OF TRANSLATION

I, Clarisse KOHN, U.S.Civilian, X-046337, hereby certify that I am thoroughly conversant with the English and German languages and that the foregoing is a true and correct translation of document No.NI-7015.

Clarisso KCHN U.S.Civ.X-046337.

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TRANSLATION OF DOCUMENT NO. MI-5670 OFFICE U.S. CHIMF OF COUNSEL FOR WAR CRIMES

Affidavit

I, Dr. Walther STOTHFANG, former Ministerialrat in the Reich Ministry for Labor, born on 22 October 1902 in Burgsteinfurt/Westphalia, British Zone after having been warned that I will be liable for punishment for making a false statement, state herewith under eath of my own free will and without coercion the following:

From 1 February 1926 until the end of the war I held various official positions, dealing with questions of unemployment insurance and Labor commitment. From 1 April 1935 until 18 April 1943 I was personal secretary to the President of the Reich Institute for Labor Exchange and Unemployment Insurance, Dr. SYRUP, who consequently became Secretary of State in the Reich Ministry for Labor and from 19 April until the end of the war one of the two secretaries of Sauckel.

A. During the war an enterprise was permitted to engage workers only with the consent of the Labor Office. The usual procedure for obtaining workers was for an enterprise to request the required number of workers on a special form of the Labor Office. The application was used as a basis for assignment of workers.

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On those forms details had to be filled in such as: Location of enterprise; sex of worker needed; whether skilled or unskilled; type of business; for what purpose the worker was needed; working conditions and wages. Through these forms the Labor Office was informed of the number and type of worker as well as the urgency and purpose of employment. If foreign workers or prisoners of war were requested their nationality had to be stated. In such case the applicant had to state

page 2 of original

that necessary accommodations were available and the necessary food supply was assured. The enterprise had also to obtain official confirmation that their statements regarding accommodations of the requested foreign workers were checked and approved by the German Labor Front.

- 2. Upon receipt of the application, the labor Office checked the request and accordingly contacted the applicant in order to obtain direct information. In the event the Labor Office considered the request as justified, workers were either transferred from other less essential industries or if no workers were available the request was forwarded to the Reich Labor Ministry.
- 3. The Regional Labor Offices had three alternatives: a) it transferred workers from less essential industries within its jurisdiction, b) the reducest was filled by use of labor reserves who were kept in so-called transit camps which were in charge of the Regional Labor Office. (These laborers had been shipped in collective transports from the field recruiting offices directly to the transit camps); c) if there were no reserves at hand the application was forwarded to the Reich Labor Ministry.
- 4. The Reich Leber Ministry then forwarded this request by wire, tolephone, or mail to its recruiting offices in the occupied territories, or it forwarded the request to other Regional

TRANSLATION OF DOCUMENT NO. NI-5670

Labor Offices which presumably may have had some reserves of workers.

page 3 of original

- The request usually was forwarded to the proper recruiting offices in the occupied territories as specified by the applicant who designated, on his form, the nationality of the workers desired.
- Sometimes the Regional Labor Office sent the request directly to its branches for recruiting the necessary contingents and.
 simultaneously, notified the Roich Labor Ministry of its action.
- B: 1. The foreign workers recruited on the basis of these requests were sent to the transit camps of the Regional Leber Offices where they were assigned by the Labor Office to applicants.
 - 2. Representatives of the entrepreneur often visited the transit camps in order to meet the transports. In any event, the transports were met at the end of the destination by representatives of both the applicant and the Labor Office.
 - 3. The field recruiting offices often requested the applicants through channels, (Reich Labor Ministry, Provincial Labor Office, Labor Office), to send representatives to the recruiting offices in order to select men on the spot and accompany their transport.
- C. The requests not filled to the satisfaction of the applicants were forwarded to the Provincial Labor Offices and to the proper officials in the Reich Labor Ministry, e.g., Hildebrandt, for armament and civil industries, state railways, chemical industries, etc.; Letsch, for ming, construction and building industries, gas and water; Kaestner, for agriculture, forestry, wood, etc.

page 4 of original

The exact duties of these officials can be found in the Handbook of the Plenipotentiary General for Labor Allocation and the Agencies concerned throughout Greater Germany and the Occupied Territories (Handbuch fuer die Dienststellen des Generalbevoll-machtigten fuer den Arbeitseinsatz und interressierten Reichsstellen im Gress-deutschen Reich und in den besetzten Gebieten./book), the information given in this handbook is absolutely correct.

The Main branches V, and later VI, tried to draft the necessary workers from the occupied territories, i.e. they requested the necessary workers from Sauckel's field offices. Main branches V and VI suggested the territories from which workers were to be recruited, based upon statistics of population and distribution of various trades in these areas. These statistics were at the disposal of the Main Office.

D. 1. In addition to fulfilling the actual requirements for workers it was necessary to plan the recruitment of additional numbers of foreign workers. Estimates of the yearly requirements of foreign workers were made by Main branches V, later VI, of the Reich Labor Ministry on the basis of statistics submitted by the enterprises and industrial organizations and by offices

TRANSLATION OF DOCUMENT NO. HI - 5670

which had to assist them. Because of changes occurring in the exmement program these estimates had to be adjusted later in the year. Furthermore, after the appointment of Sauckel as GRA, the technical procedure for recruiting of workers was darried out by Main Branch V, later VI, which had been placed under the jurisdiction of Sauckel.

Somme important firms and industrial organizations in agreement with Sauckel's organization collaborated in the procurement of foreign workers. I personally remember the case of Chemical Industries Kirschner, The firms, however, when they submitted

page 5 of original

their requests for workers had to obtain special permission of Main Branch V, later VI for such trips. These men could not go, for instance, to Paris or Brussels without such permission.

I have carefully read each of the five pages of this declaration and have signed each of them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under eath that I have given the pure truth to the best of my knowledge and conscience.

Muornborg, 21 March 1947.

(signed): Welter Stothfang

Sworn to and signed before (
ne this 21st day of March
1947 at Burnberg, Germany
by Walter Stothfang, Burgsteinfurt/Westphalia, British
Zone known to me to be the
person making the above affidavit.

(signed): John H.E. Fried. Consultant to U.S. Secretary of Mar

CERTIFICATE OF TRANSLATION

I, JAN H. FRIEDLAMMOER, 20067, hereby certify that I am theroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. 5670.

> JAN H. FRIEDLAENDER 20067

Plenipotentiary for the Four Year Ilan. The Plenipotentiary General for special questions concerning the production of Chemicals.

Berlin W 8, 9 August 1943 Scarlandstrasse 123 Telephone: 1200/8 Teleprinter: K 1-113 Telegrems: Gebechem

Stamp :

Heference: Employment of Labor Bi/Ri. Journal No. Circular No. 67/43 Subject:

MIT &

Re: Measures for bringing back to work those French workers who have been recruited by individual calistment and have broken their contracts.

To: Factories and Construction languagements within the flan for chemical production, for the attention of the Betriebsfuchrer or has deputy.

As from 1.August 1943, my office - Limison office of the CDChem in Paris, department Dr. Tittus, Field Fost No. 06661 (i VII- has been put in charge of ell cases of breach of contract by French workers recruited by individual enlistment.

The department of Dr. Tittus will search for workers who have broken their contracts and eventually brin, them back to their place of work if there are really no eagent reasons for doing otherwise. The department will get in a nacetion and conjugation with the Military Communicr-in-Chief and the officials under his orders.

To make this measure exfective it is necessary:

1) to report every breach of a labor contract occurring after the 1.august 1963 instediately after its detection in order not to lose time.

2) to use a seperato farm similar to the specimen attached for each report.

3) to dispatch at the same off to my department " Engloyment of Labor " a short memorandum giving the total II are of ell the reports sent to laris; the Discrict Thenipotentiary (Gebiets-beauftrapte) should be inferred by a copy it the memorandum.

h) where the beal Labor Exclange, the Gestupe or any other authority has provedually been inferred of cases of escape from work, this procedure may be followed up; but in such cases a note should be added stating that a report has been made circetly to Taris.

The factories and construction consequents will be informed directly by the Paris department of the result of the searches.

TRANSLATION OF DOCUMENT NO.NI-1336 CONTINUED

(page 1 of original, contid)

Will you please see that reports on workers who break their contract are sent to Paris in the prescribed manner, as quickly as possible, so that the search, which is always a difficult matter, should not be made still more difficult by delayed reports. In the same way, if a French worker should return in the meantime to his place of work, this should be reported to Paris in order to stop further investigations.

Enclosure!

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By order

stoncillod signature illegible

Ms.: Er.Schroeder Miss Dohle Tlease nate if necessary

TAUSATION OF DOCUMENT NO.NI-1336 CONTINUED

(page 2 of original)

Reich Office for I	Secnemic Develorment	Derlin W 9, Sharlandstrasse 128 Telephone: 1200/6
Journal No.	Form/Enclosur	of Labor No. 67/43 of 9.August 1943.
Subject:		(1.4-)
Reference:	Vorks	(date)
To		
Dopartment Dr. Tit		
Reference: Breach	of Inbor Contract	- Report.
None of the Am		14
		nationality
born	in	profession
of	street	No
district	lnst billot	ted in camp
lof	t his thee I work w	athout permission
on the	ond has not returne	d for work has not
returned from his	Turlough which ender	l on the
Please start a se	arch for the absented his place of work	ring in ids have district. From work, and if cought, r take the necessary steps
Romanis		
Please notify us	f the result of you	e endeavours.
		Signature
only to be used for not by draft on b		isted by individual recruitment,

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TRUBSLITION OF DOCUMENT NO.NI-1336 CONTINUED

CENTIFIC.AL OF APAISLATION

11 Juno 1947

I, Victoria CRTCN, No. 20 129, hereby certify that I am thoroughly conversant with the English and German lenguages and that the above is a true and correct translation of the document No.NI-1336.

Victoria CRTON No. 20 129

F.F. 13 May 1944

heasures against slackers in plants.

r/be

12 lay 1944

To Dr. ILGNER

The following is taken from a circular of the Secret State Police, State Police Main Office Berlin (Staatspolizeileitstelle) of 5 inst:

"Reference is made to Decree No. 15 of 1 November 1943 of the General Trustee for the Direction of Labor (GBA) for the safeguarding of order in plants (see communications of the GBA of 15 February 1944).

In this decree the special responsibility of the . Works' Manager for the morals of the workers is once again emphasized. The penalties at his disposal are more severe. In cases of infractions against the morals of the workers all local penalties must first be exhausted, before the competent State Department, meaning, as a rule, the Reich Trustes may be approached. The Secret Folice should be approached only when the penalties already administered by the plants and the Reich Trustes or by the courts have proved ineffective on when without such penalty the individual case will or when without such penalty the individual case will be such that he will be in a position to undermine the morals of the greater part of the workers or succeeds in Saining political importance by other attending circumstances. (This applies of course only to German members of the staff, for foreigners the hitherto existing regulations remain in force.) I request that these wishes are taken into consideration when handing in the reports regarding infractions against the dis-

In this connection, attention is drawn to the fact that the work's manager has exclusively the disciplinary rights for the execution of measures of education and correction and that the functions granted to the Counter Intelligence Commistioner are not affected by the above mentioned decree..

Now as before the sole responsibility for the report of incidents in the plants, which could be of State Folice importance, lies with the Counter Intelligence Commissioner or his deputy."

/s/ RUDDIGER

To: Dr. KRUDGER Dr. FRANK-FAHLE

Dr. BACHEN

Mr. BAUMANN

Flenipotentiary for Counter

Intelligence I.G. Berlin NV 7

TRANSLATION OF DOCUMENT NO. NI-839 Cont'd

CERTIFICATE OF TRANSLATION

I, ERNA E. UIBERALL, AGO No. D-150095, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-839.

ERNA E. UIBRALL U. S. Civilian AGO No. D-150096

THANSLATION OF DOGUMENT NI-10392 OFFICE OF CHIEF OF COUNSEL FOR TAR CRIEDS

(Page 107 of the original)

Orlor No. 13 for the Maintenance (Sicherung) of Order in the Plants.

1 Nevember 1943

In order to provide the fighting front with the necess expendent material, absolute discipline among the plant personnel must be maintained. To provide for this and if necessary to re-establish it, is primarily the duty of the Letriebsfuchrer. By victure of art. 1 of the order regarding the wages, of 25 June 1938 (Reich Legal Gazette I P. 691) in empiretion with art. 2 of the Decree for the execution of the order regarding the pay structure, of 23 April 1941 (Reich Law Gazette I P. 222) and of the order regarding the law emforcement (Rechtsetzung ?) through the constal plenipotentiary (Generalbevellemechtigter) for labor allocation, of 23 May 1942 (Reich Law Gazette I P. 347), I decree the following for the field of private enterprise: In order to pr vidothe fighting front with the necessary the following for the field of private enterprise:

Art. 1

The Batriobefachrur of his Coputies (Conuftregto) must continuously supervise the personnel discipling in the plant and must counter may offences in the meaning of Arts. 2 to 5.

irt. 2

The Tetrickefuchrer may punish offenses of plant members (Gef: Igschoftsmitglied) against the order (ersennel discipline) or security of the plant by means of reprisents or fines according to the following previsions, even though such measures have not previously been previously that the ugh legal regulations or in previous of plant regulations or in previous regulations. tunl employee regulations;

- min'r offenses, for exemple, unjunctuality on one occasion, by arel or written reprised;
- 2. more serious offenses, c.c., un-excused or observed, without reason, repeated uncunetuality or leaving of whose forest of one's we accord of before clasing time, also repetition of aim reffenses, by a fine up to the highest on untof an everage day's parmings;
- 3. gari us afforsas, e.g., reported afforsas as under number 2 or intenti hal disolationes of the artlers of the Estrickefuchrer or his deputies, by a fine up to the highest amount of an average week's parmings. -1-

TRANSLATION OF DOCUMENT NI - 10392 CONTINUED

(page 1 foriginal cont'd)

Art. 3

The Betriebsfuehrer or _____ene of the monegarial persons acting under his orders will convey the reprinted and impose the fine; the prenouncement of fines will be made after consultation in the Confidential Council (Vertrauensrat) if such exists.

(page 108 of original)

In plants in which there is at Confidential Council, the Betriebsfuebrar must report the imposition of a fine at once to the director of the labor office competent for that plant who is the deputy (Benuftragtor) of the Reich Trustos, of labor. The same procedure will be followed in other plants in case of the imposition of a fine of more than an average day's cornings. The imposition of a fine will become invalid in such cases in which the inject of the labor office as deputy of the Reich Trustoe of labor raises objection to the fine within one week after receipt of the natice.

(page 2 of original)

Fines may be deducted from wages or salary. They are to be remitted by the Betriebsfuchron to the bank (Ensse) of the NSV (Mational Socialist People's Welfare) competent for the plant.

Art. 4

In cases in which the Betrie sfuchrer believes that he will get effective support be calling upon the German Labor Front, it is desirable to have recourse to it in addition to the measures taken by the plant.

Art. 5

10

oxtro-plant measure the inndequate or if these measures have been exhausted, then he must inneligately submit a resurt in the case of indigenous personnel, to the director of the competent labor office as deputy of the Reich Trustee of labor, in the case of fareigners (including members of the protectorate and persons protected by the German Reich) and also in the case of Eastern workers, to the competent a lice station (Palizaistella).

TRANSLATION OF DOCUMENT NI 10392 CONTINUED

(page 2 of original cont'd)

irt. 6

A copy +) of this order will be displayed in the plants at a suitable location accessible to the plant entleyees.

Art. 7

The Retrielsfuchter (managers) and their legatics who deliberately or negligently act centrary to or circumvent this order, will be punished according to art. 2 of the order on pay of 23 June 1938 (Reich Legal Gazette I P. 691) by request of the Reich trustee or the Special Trustee of labor, the punishment to be imprisonment and fine, the latter of unlimited amount, or one of these penalties; or by virtue of Art. 1 of the Third Executive Previsions to section III (Tar saleries) of the order on war economy of 2 December 1939 (Reich Legal Gazette I P. 2370) in conjunction with the Fifth Executive Previsions of section III (for saleries) Fifth Dxucutive Previsi ns f saction III (Ter saleries) of the order on war country - change of non-enforcible sentences (fines) for contravention of regulations into su'stitute imprisenment (Ersetzfreiheitestrefe)
- 14 April 1942 (Reich Legal Gazette I P. 180), the
punishment to be in money, or in case of non-collection, a sentence of arrest (Haft-, Arrest-) up to 6 weeks.
Participants (instigators, accomplices, and assistants) are also punishable.

(page 109 of the criginal)

This decree will came into force 13 November 1943. Simultaneously the regional orders of the Reich Trustee of labor for the maintenance of order in the plants will 'weeme invalid.

The order openet brach of contract and recruitment of personnel at the expense of other fact ries as well as the depend for excessively high remunerations in private economy, 20 July 1942 (Reich Labor Journal No. 22 P. I 341), remains unaffected. Its provisions on the competence of the Reich Trustee and special Trustee of labor (Art. 8 sects. 2 to 4) and on the sphere of validity (Art.9) are valid accordingly. The decree, however, is not applicable to ships for sec, inland water, and air travel, and their crows.

Berlin, 1 Nevember 1943

The General Plenip tentiony for Later All cotion Fritz Scuckel

TRANSLATION OF DOCUMENT NI - 10392 CONTINUED

(page 2 of original cent'd)

*) Copies of this order with explanations may be obtained from the business offices of the Reich Labor Journal, Berlin SW 11, Samulandetr. 96.

(page 3 of original)

I, John J. BOLL, U.S. Civilian AGO No. A 444412, herewith certify that the above text is an exact and true copy of pages 107-109 of the "Manual for the Offices of the General Plenipetentiary for Labor Allocation and interested Reich Offices in the Greater German Reinh and in the Occupied Territories, Valumo I, Power of Authority-Reports-Orlers, organization of the GRA (General Plenipotentiary) 1944.

(Signature:) John J. BOLL U.S. Civilian AGO No. A-444,12

CERTIFICATE OF TRANSLATION

3. October 1947

I, Girte KANNOVA No. 20151, hereby certify that I am thoroughly conversant with the English and Girman languages and that the above is a true and correct translation of the locument NI 10392.

Gorto KANNOVA No. 20151

ROLL SOLL MOLEN SOLL MOLEN SOLL MOLEN SOLL SOLL SOLL SOLL MOLEN SOLL SO